

War Department

W-1

Washington City

October 28th 1881

959289946

Sp

The President.

Sir,

I have the honor, upon
recommendation of the General of the Army,
to request that a Military Reservation
be duly declared and set apart by the
Executive for the post of Camp Huachuca,
Arizona Territory, with boundaries as surveyed
by 1st Lieut. Carl F. Palfrey, Corps of
Engineers and described in his report,
dated August 24th 1881, as follows;

"Beginning at a post branded 'U.S.M.R.

No 1' set in a mound of stone on conical

butte of northwestern foothills of Huachuca

Mts. N. $23^{\circ} 14' 30''$ N. 257.71 chains, to

a post branded 'U.S.M.R. No 2' set in a

mound of stone (being the same as post

S. I. B. No. 3, of the tract known as the

Batabonari grant, as surveyed by J. M. Ellis);

thence N. $82^{\circ} 35' 00''$ E, along the Southern

Boundary of said tract, 480 chains to a

post branded U. S. M. R. No. 3; thence S. 69°

$02' 30''$ E, 520 chains to a post branded

U. S. M. R. No. 4; thence S. $8^{\circ} 58' 30''$ N,

251.64 chains to a post branded U. S.

M. R. No. 5 set in a mound of stone on

bar ridge of eastern foothills of Huachuca

Mts, between Cañons known as 'Fanners'

and 'Ramsay's'; thence by most direct lines

of water divide to peak of main divide of

Huachuca Mts, bearing from said post

S. $8^{\circ} 58' 30''$ N; thence along said main

divide to the northwesternmost peak; thence

by most direct lines of water flow to point

of beginning. The posts set upon

the foothills are in conspicuous positions, those

on the open mesa are near the main travelled roads,

and plainly visible from them.

" This proposed preservation covers the eastern and

Northwestern slope of the mountains from the ridge

near South of Tanners Cañon to and including the

northern ^{and} northwestern spurs with a belt of open

mesa about three miles wide. All situations which

have been considered valuable for military occupation

are included."

A map of the proposed preservation is enclosed herewith
and the General Land Office reports that the lands
included therein are unappropriated public lands and that no
objection is known to their preservation for military
purposes.

I have the honor to be, Sir,

with great respect,

Your Obedient Servant

Robt. Smith

Secretary of War

Encl. 1 enclosure, etc.
Major General 7/5/2 11.12.1851.

the foothills are in conspicuous positions, those
on the open mesa are near the main travelled roads,
and plainly visible from them.

" This proposed preservation covers the eastern and

Northwestern slope of the mountains from the ridge

near South of Tanner's Cañon to and including the

northern ^{and} northwestern spurs with a belt of open

mesa about three miles wide. All situations which

have been considered valuable for military occupation
are included."

A map of the proposed preservation is enclosed herewith
and the General Land Office reports that the lands
included therein are unsurveyed public lands and that no
objection is known to their preservation for military
purposes.

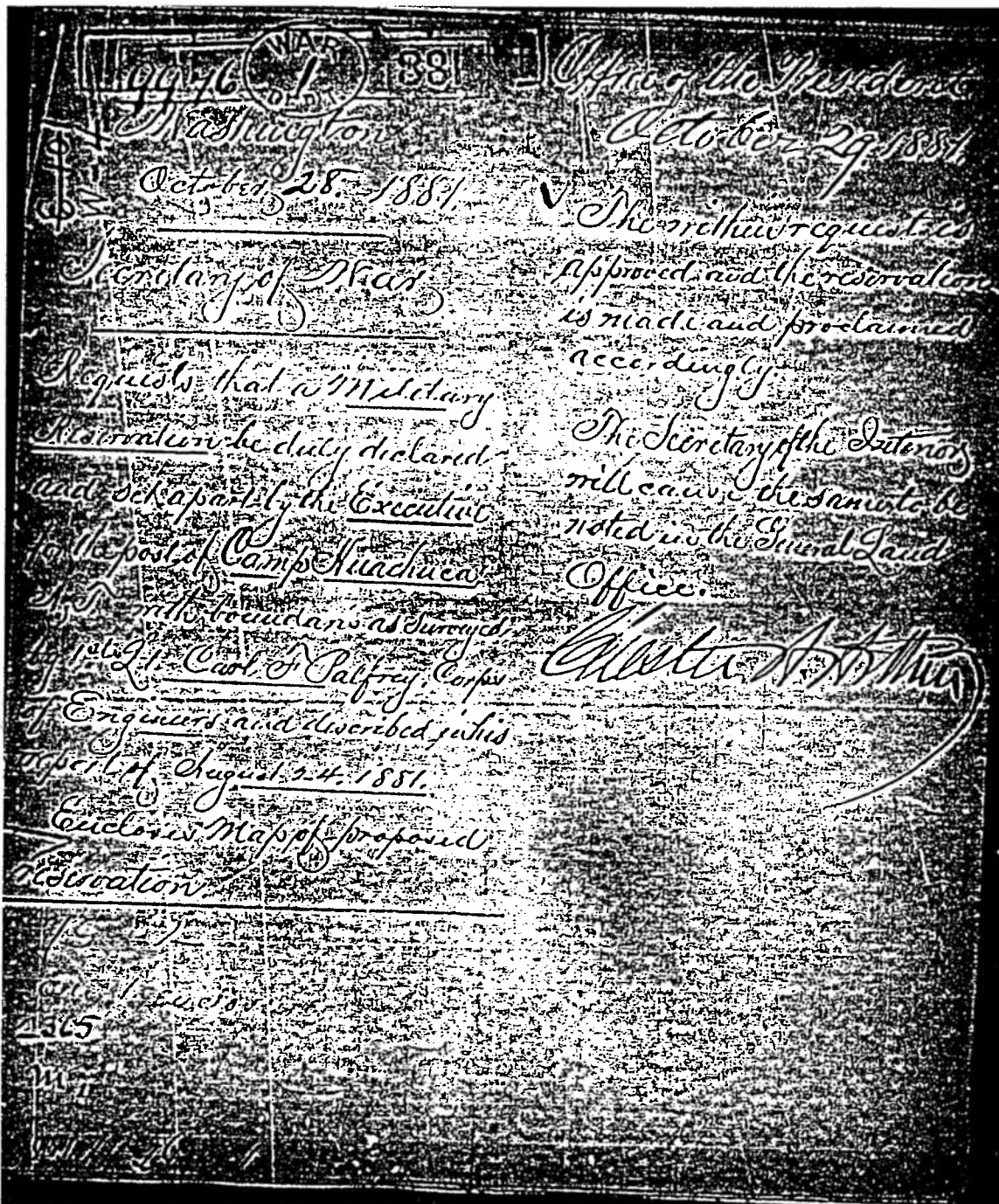
I have the honor to be, Sir,

with great respect,

Your Obedient Servant,

Robt. Smith
Secretary of War

Crossed & forwarded, 1881.
Major General at 950 1/2 N. E. 1881.



1881
Washington
October 28. 1881

Secretary of War

Requies that a Military
Reservation be duly declared
and set apart by the Executive
for the post of Camp Huachuca
the limits boundaries as surveyed
by Lt. Col. F. Salfray Corps
of Engineers and described in his
report of August 24. 1881.

Encloses Map of proposed
Reservation

Office of the President
October 29. 1881

The within request is
approved and the reservation
is made and proclaimed
accordingly.

The Secretary of the Interior
will cause the same to be
noted in the General Land
Office.

Wm. A. Arthur

2565
m
1881

EXHIBIT B

C O P Y

Incl 1

GENERAL ORDERS,)
No. 36.)

HEADQUARTERS OF THE ARMY,
ADJUTANT GENERAL'S OFFICE,
Washington, May 24, 1883

By direction of the Secretary of War the following is announced for the information and guidance of all concerned:

By authority of the President of the United States, dated May 14, 1883, the military reservation at Fort Huachuca, Arizona Territory (originally declared by Executive Order of October 29, 1881, and announced in General Orders, No. 35, Headquarters Department of Arizona, series of 1881), is enlarged to embrace the following described limits, viz:

Beginning at a post marked U.S.M.R., No. 1, set in a mound of stone on a conical butte in the northern foot-hills of the Huachuca Mountains, which butte is about 6 miles distant from the post of Fort Huachuca, on the road to Hershaw, and about 500 yards south of said road, and running thence north, $1^{\circ} 55'$ east, 287.71 chains, to a post marked U.S.M.R., No. 2, which post coincides in position with a post marked S.I.R., No. 3, of the southern boundary of the Babacomari grant, as surveyed by S.H. Allis; thence north, $82^{\circ} 35'$ east, along the southern boundary of said grant, 524.74 chains, to a post marked U.S.M.R., No. 3, near to and west of the road from Fort Huachuca to Huachuca Station, on the New Mexico and Arizona Railroad; thence south, $21^{\circ} 41'$ east, 511.21 chains to a post marked U.S.M.R., No. 4; thence south, $43^{\circ} 41'$ east, 171.09 chains, to a post marked U.S.M.R., No. 5, near to and west of the road from Tanner's Canon to Charleston; thence south, $34^{\circ} 15'$ west, 251.64 chains, to a post marked U.S.M.R., No. 6, set in a mound of stone on the foot-hills of the Huachuca Mountains, between Tanner's and Ramsey's Canons; thence along the water-shed separating these canons to the main water-shed of the Huachuca Mountains; thence along this water-shed to the point of beginning.

BY COMMAND OF GENERAL SHERMAN:

OFFICIAL:

R. C. DRUM,
Adjutant General

Assistant Adjutant General

Records of the Office of the Adjutant General.

EXHIBIT C

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QUITCLAIM DEED

THIS INDENTURE, made this 26 day of March, 1948, by and between the United States of America, represented herein by the Secretary of the Army, party of the first part, hereinafter called the Government, and the State of Arizona, party of the second part,

WITNESSETH: That the Government, pursuant to the act of 1 July 1947 (Pub Law 148, 80th Cong), does hereby remise, release and quitclaim unto the State of Arizona and its assigns, forever, all its right, title and interest in and to the following described real estate and property situated in the County of Cochise, State of Arizona, to-wit:

The cemetery at Fort Huachuca Military Reservation, now useless for military purposes, and more particularly described as follows:

A portion of the Fort Huachuca Military Reservation, situated in Cochise County, Arizona, known and used as the Cemetery, containing an area of 7.44 acres, more particularly described as follows:

Beginning at the Northeast corner of the Cemetery, whence the closing corner of the Section 34, Township 21 South, Range 20 East, and Section 3, Township 22 South, Range 20 East, G. & S. R. M., on the east line of the Fort Huachuca Military Reservation, bears North 85° 20' 15" East, 21,387.0 feet; thence South 34° 18' West, 540.0 feet to the southeast corner; thence North 55° 42' West, 600.0 feet to the southwest corner; thence North 34° 18' East, 540.0 feet to the northwest corner; thence South 55° 42' East, 600.0 feet to the place of beginning.

Including the graves and monuments contained therein and the approach road and appurtenances thereto, the center line of which approach road is described as follows:

Beginning at a point on the east line of the Fort Huachuca Military Reservation whence the 14 1/2-mile post of said Reservation bears North 21° 23' West, 920.62 feet, and the closing corner of Section 34, Township 21 South, Range 20 East, and Section 3, Township 22 South, Range 20 East, G. & S. R. M. bears North 21° 23' West, 288.4 feet, being in the center of the paved road, thence along the center line of the original paved road;

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South 66° 48' West, 1732.6 feet to Station 17 plus 32.6
 South 61° 58' West, 183.7 feet to Station 19 plus 16.3
 South 55° 18' West, 703.2 feet to Station 26 plus 19.5 at
 the intersection with the center line of Railroad Avenue South;
 thence along the center line of said Railroad Avenue South;
 South 80° 15' West, 883.8 feet to Station 34 plus 53.3
 South 89° 09' West, 171.3 feet to Station 36 plus 24.6
 North 76° 27' West, 149.7 feet to Station 37 plus 74.3
 North 71° 58' West, 1265.0 feet to Station 50 plus 39.3
 North 80° 28' West, 165.6 feet to Station 52 plus 04.9
 South 85° 25' West, 147.0 feet to Station 53 plus 51.9
 South 78° 26' West, 437.0 feet to Station 57 plus 88.9
 South 78° 15' West, 6352.0 feet to Station 121 plus 40.9 at
 the intersection with the center line of Winrow Road; thence along
 center line of said Winrow Road:
 North 63° 27' West, 743.7 feet to Station 128 plus 84.6
 North 66° 40' West, 208.1 feet to Station 130 plus 92.7
 North 67° 10' West, 116.0 feet to Station 132 plus 08.7
 North 72° 18' West, 153.5 feet to Station 133 plus 62.2
 North 75° 37' West, 2542.0 feet to Station 159 plus 04.2
 North 77° 37' West, 463.0 feet to Station 163 plus 67.2
 North 54° 10' West, 1283.2 feet to Station 176 plus 50.4 at
 the intersection with the center lines of Mizner Avenue and Smith
 Avenue; thence along the center line of said Smith Avenue:
 North 12° 20' West, 635.8 feet to Station 182 plus 86.2
 North 32° 13' West, 107.2 feet to Station 183 plus 93.4
 North 63° 38' West, 148.4 feet to Station 185 plus 41.8
 North 80° 01' West, 124.5 feet to Station 186 plus 66.3
 South 75° 23' West, 270.0 feet to Station 189 plus 36.3
 South 87° 38' West, 255.6 feet to Station 191 plus 91.9 at
 the intersection with the center line of Christy Avenue; thence
 along the center line of said Christy Avenue:
 South 40° 05' West, 1386.6 feet to Station 205 plus 78.5
 South 33° 20' West, 600.9 feet to Station 211 plus 79.4
 South 31° 58' West, 578.3 feet to Station 217 plus 57.7 at
 the intersection with the center line of Andrews Road; thence along
 the center line of said Andrews Road:
 South 81° 33' West, 351.6 feet to Station 221 plus 09.3
 South 44° 05' West, 135.0 feet to Station 222 plus 44.3
 South 38° 13' West, 185.7 feet to Station 224 plus 30.0
 South 59° 18' West, 121.0 feet to Station 225 plus 81.0
 South 75° 23' West, 256.4 feet to Station 228 plus 07.4
 North 86° 00' West, 146.0 feet to Station 229 plus 83.4
 North 71° 54' West, 172.2 feet to Station 231 plus 25.6
 South 75° 58' West, 86.9 feet to Station 232 plus 12.6
 South 62° 54' West, 385.4 feet to Station 235 plus 87.9 at
 the intersection with the center line of the Cemetery Road; thence
 along the center line of said Cemetery Road:
 North 63° 44' West, 259.1 feet to Station 238 plus 57.0
 North 77° 27' West, 178.2 feet to Station 240 plus 35.2
 North 46° 16' West, 190.0 feet to Station 242 plus 26.2
 being situated on the east line of the Cemetery.

The width of the right-of-way for said road shall be:
 100 feet, 50 feet on each side of the center line from Station
 0 to Station 122 plus 36.2;
 40 feet wide, 20 feet on each side of the center line from
 Station 122 plus 36.2 to station 205 plus 78.5;
 from 40 feet wide at Station 205 plus 78.5 to 35 feet wide,
 17.5 feet on each side of the center line, at Station 211 plus 79.4;
 from 35 feet wide at Station 211 plus 79.4 to 40 feet wide,
 20 feet on each side of the center line, at Station 217 plus 57.7;
 100 feet wide, 50 feet on each side of the center line from

EXHIBIT F

THIS INDENTURE, Made this the 18th day of April, 1950, between the United States of America, acting by and through the Secretary of the Army, under and pursuant to the powers and authority contained in Section 205 (k)(2)(D)(ii) of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949, and duly delegated to the said Secretary of the Army by the Secretary of Defense, and the regulations issued pursuant to the said Act, party of the first part, and the State of Arizona, a Sovereign State of the United States of America, party of the second part.

WHEREAS, the property hereinafter described was declared surplus to the needs of the United States of America pursuant to the provisions of the Surplus Property Act of 1944 (58 Stat. 765) as amended, and War Assets Administration Regulation No. 1, as amended, (11 Fed. Reg. 408); and

WHEREAS, said property was a part of the Fort Huachuca Artillery Range, a military installation, used in part as a training and maneuvering area for combat troops, portions of which area were subjected to contamination by the introduction of unexploded and dangerous bombs, shells, rockets, mines and other charges, either below or upon the surface thereof; and

WHEREAS, the party of the first part, by and through the Corps of Engineers, Department of the Army, has caused the property to be inspected and has decontaminated the same to the extent deemed reasonably possible in the opinion of the party of the first part, and consistent with economic limitations, and has made certain recommendations pertaining to the use to which the land may be devoted; and

WHEREAS, the said recommendations are contained in a certificate, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the party of the first part by attaching such certificate does not intend to make, nor shall it be construed to have made; any representations of warranties pertaining to the condition of the land; and

WHEREAS, the party of the second part has evinced its desire to purchase such property with full knowledge of, and notwithstanding the foregoing recitals which are incorporated for the purpose of disclosing to the party of the second part the former use made of the property hereinafter described; and

WHEREAS, by deed dated March 2, 1949, there was intended to be conveyed to the State of Arizona, pursuant to the provisions of the Surplus Property Act of 1944 (58 Stat.765) as amended, more particularly by Public Law 829, 80th Congress, approved June 29, 1948 and the regulations issued pursuant thereto, certain lands comprising the Fort Huachuca Artillery Range which were owned in fee simple by the party of the first part and which had been duly declared surplus to the then War Assets Administration, together with the possessory interest of the Department of the Army in and to a portion of lands owned by the State of Arizona, but located within the Fort Huachuca Artillery Range and used by the Department of the Army, which possessory interest was also declared surplus to and was under the jurisdiction of the War Assets Administration; and

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WHEREAS, the descriptions contained in the aforesaid deed of March 2, 1949, were ambiguous in failing to clearly indicate, with respect to such lands owned by the State of Arizona, the intention to convey to the State of Arizona only the possessory interest over which the War Assets Administration had jurisdiction; and

WHEREAS, said deed was ambiguous in that the State-owned lands might be construed as having been made subject to the conditions, restrictions, limitations and the covenants relating to those land areas owned in fee simple by the party of the first part and also comprising a portion of the Fort Huachuca Artillery Range conveyed by said deed of March 2, 1949 to the State of Arizona; and

WHEREAS, by said deed, it was further intended to convey to the State of Arizona, pursuant to the provisions of the Surplus Property Act, as amended, more particularly by Public Law 829, 80th Congress, a certain portion of the Fort Huachuca Military Reservation which had been specifically excepted from a certain conveyance dated January 14, 1949 and recorded March 31, 1949, in the County Recorder's Office, Cochise County, Arizona in Docket #22, pp 422-426 by which a portion of the Military Reservation was conveyed to the State of Arizona for the use of the State Game and Fish Commission, pursuant to the provisions of Public Law 537, 80th Congress, approved May 19, 1948; and

WHEREAS, The description of the land included within the Fort Huachuca Military Reservation but excepted from the aforementioned conveyance to the State of Arizona, made under the provisions of Public Law 537, 80th Congress, and intended to be conveyed to the State of Arizona by said deed dated March 2, 1949, for the maintenance and training of civilian components in accordance with provisions of Public Law 829, 80th Congress, failed to correctly describe such area of land intended so to be conveyed; and

WHEREAS, it is the desire and intention of the parties to correct the aforesaid deed of March 2, 1949 in the manner and respects above-mentioned;

NOW, THEREFORE:

WITNESSETH, That said party of the first part for and in consideration of the premises and the continuous use of the property herein-after described by the party of the second part for the training and maintaining of civilian components of the armed forces of the United States of America, does remise, release and quitclaim unto the said party of the second part, its successors and assigns forever, all of its right, title, interest, claim and demand in and to the following described property, situate in the County of Cochise, State of Arizona; to-wit:

A parcel of land situated in the County of Cochise, State of Arizona, being those portions of Townships 20 and 21 South, Range 20 East and Townships 20 and 21 South, Range 21 East, Gila and Salt River Meridian, within the following described boundaries:

Beginning at the Northwest corner of Section 30 of said Township 20 South, Range 21 East; thence Easterly along the North line of said Section 30, one-half mile, more or less, to the quarter corner common to said Section 30 and Section 19, said Township and Range; thence Northerly along the West line of the East half of said Section 19, one mile, more or less, to the North quarter corner thereof; thence Easterly along the North line of said Section 19 and Section 20 and fractional Section 21, said Township and Range, two miles, more or less, to the North quarter corner of said Section 21; thence Southerly along the North-South quarter

section line of said Section 21 and of fractional Section 28 and Section 33, said Township and Range, three miles, more or less, to the South quarter corner of said Section 33; thence Westerly along the South line of said Section 33, a distance of 300 feet, more or less, to the Northeast corner of Section 4, Township 21 South, Range 21 East, Gila and Salt River Meridian; thence Southerly along the East line of said Section 4, one-half mile, more or less, to the quarter corner common to said Section 4 and fractional Section 3 said Township and Range; thence Easterly along the East-West quarter section line of said Section 3, nine-tenths mile, more or less to a point in the Easterly line thereof; thence Southerly along the Easterly line of said Section 3 and of fractional Section 10, said Township and Range, one and one-half miles, more or less, to the Southeast corner of said Section 10; thence Westerly along the South line of said Section 10, one mile, more or less, to the Southwest corner thereof; being also the Northeast corner of Section 16, said Township and Range; thence Southerly along the East line of said Section 16, one mile, more or less, to the Southeast corner thereof; thence Westerly along the South line of said Section 16, one mile, more or less, to the Southwest corner thereof, being also the Northeast corner of Section 20, said Township and Range; thence Southerly along the East line of said Section 20, one-half mile, more or less, to the East quarter corner thereof; thence Westerly along the South line of the North half of said Section 20, one mile, more or less, to the quarter corner common to said Section 20 and Section 19, said Township and Range; thence Southerly along the East line of said Section 19, one-half mile more or less, to the Southeast corner thereof; thence Westerly along the South line of said Section 19, one mile, more or less, to the Southwest corner thereof, being also the Northeast corner of Section 25, Township 21 South, Range 20 East, Gila and Salt River Meridian; thence Southerly along the East line of said Section 25, one-half mile, more or less, to the East quarter corner thereof; thence Westerly along the South line of the North half of said Section 25, one mile, more or less, to the quarter corner common to said Section 25 and Section 26, said Township and Range; thence Southerly along the East line of said Section 26, one-half mile, more or less, to the Southeast corner thereof, thence Westerly along the South line of said Section 26 and Section 27, said Township and Range, two miles,

180 more or less, to the Southwest corner of said Section 27, being also the Northeast corner of fractional Section 33 said Township and Range; thence Southerly along the East line of said Section 33, three-fourths mile, more or less, to a point in the Easterly Boundary of Fort Huachuca Military Reservation, as such Reservation is described in Executive Order dated 14 May 1883 and shown on Map No. 6203-100 entitled "Fort Huachuca, Arizona, Reservation Map", dated March 1936, on file in the Office of the Quartermaster General; said point also being the most Southerly corner of said fractional Section 33; thence Northerly along said Easterly boundary of Fort Huachuca Military Reservation, as above referred to and also the Westerly line of fractional Sections 33, 28, 21, 20, 17 and 8, said Township and Range, four and one-fifth miles, more or less, to the intersection thereof with the North-South quarter section line of said fractional Section 8; thence Northerly along said quarter section line one-half mile more or less, to the center of said Section 8; thence Easterly along the East-West quarter section line of said Section 8, one-fourth mile, more or less, to the Southwest corner of the East half of the Northeast quarter of said Section 8; thence Northerly along the West line of said East half of the Northeast quarter of Section 8, and along the west line of the East half of the Southeast quarter of Section 5, said Township and Range, one mile, more or less, to a point in the East-West quarter section line of said Section 5; thence Easterly along said East-West quarter section line, one-fourth mile, more or less, to the quarter corner common to said Section 5 and Section 4, said Township and Range; thence Northerly along the West line of said Section 4, one-half mile, more or less, to the Northwest corner thereof; thence Easterly along the North line of said Section 4, three-fourths mile, more or less, to the Southwest corner of the East half of the Southwest quarter of fractional Section 33, Township 20 South, Range 20 East, Gila and Salt River Meridian; thence Northerly along the West line of said East half of the Southwest quarter; one-half mile, more or less, to a point in the East-West quarter Section line, of said Section 33; thence Westerly along said East-West quarter Section line, one-fourth mile, more or less, to the West quarter corner of said Section 33; thence Northerly along the West line of said Section, one-eighth mile, more or less, to the Northwest corner thereof; said corner also

being on the southeasterly line of San Ignacio Del Babocomari Grant, thence northeasterly along the Northerly line of said Section 33 and of fractional Sections 28 and 27, said Township and Range, and along the southeasterly line of San Ignacio Del Babocomari Grant, two and one-eighth miles, more or less, to a point in the Westerly line of fractional Section 26, said Township and Range, said point being the most Northerly corner of said fractional Section 27; thence northerly along the Westerly line of said Section 26, one-eighth mile, more or less, to the West quarter corner thereof; thence Easterly along the East-West quarter section line of said Section 26, one mile, more or less, to the quarter corner common to said Section 26 and Section 25, said Township and Range; thence Northerly along the West line of said Section 25, one-half mile, more or less, to the Northwest corner thereof; thence Easterly along the North line of said Section 25, one mile, more or less, to the point of beginning.

EXCEPTING therefrom the following described property;

Gila and Salt River Meridian

- T. 20 S., R. 20 E.
Sec. 25; sec. 26, $S\frac{1}{2}$; sec. 36
- T. 20 S., R. 21 E.
Sec. 19, $NE\frac{1}{4}$; sec. 20; sec. 21, $W\frac{1}{2}$; sec. 29, $W\frac{1}{2}$, $NE\frac{1}{4}$; sec. 30; sec. 32
- T. 21 S., R. 20 E.
Sec. 1; sec. 2; sec. 3; sec. 4; sec. 5, $E\frac{1}{2}SE\frac{1}{4}$; sec. 8, $E\frac{1}{2}NE\frac{1}{4}$; sec. 9; sec. 10, $W\frac{1}{2}, NE\frac{1}{4}$; sec. 11, $SE\frac{1}{4}$; sec. 12; sec. 13, $NE\frac{1}{4}$; sec. 16.
- T. 21 S., R. 21 E.
Sec. 3, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, Lots 6 and 7
Sec. 4; sec. 6; sec. 7; sec. 8; sec. 9; sec. 10; sec. 16.

A parcel of land located in unsurveyed portions of Townships 21, 22, 23 South and Ranges 19, 20, East, Gila and Salt River Base and Meridian, Cochise County, Arizona, being the Fort Huachuca Military Reservation as said Reservation was set aside by Executive Order dated 14 May 1883, and being more particularly described as follows:

Beginning at survey station, designated as Corner No. 1, being the Southeast corner of Section 31 in Township 21 South, Range 19 East on the military reservation boundary line, which is the true point of beginning; thence North 20° 30' East, 10,562.70 feet to a point designated as Corner No. 2; thence North 82° 32' East, 34,458.20 feet, to a point designated as Corner No. 3; thence South 21° 23' East, 33,805.20 feet, to a point designated as Corner

No. 4; thence South $43^{\circ} 38'$ East, 11,321.70 feet to a point designated as Corner No. 5; thence South $34^{\circ} 24'$ West, 16,816.80 feet to a point designated as Corner No. 6; thence South $56^{\circ} 50'$ West, 995.30 feet; thence South $65^{\circ} 50'$ West, 303.60 feet; thence South $18^{\circ} 10'$ West, 301.00 feet; thence South $67^{\circ} 40'$ West, 398.60 feet; thence North $34^{\circ} 40'$ West, 731.90 feet; thence South $34^{\circ} 20'$ West, 1,927.20 feet; thence South $67^{\circ} 00'$ West, 244.90 feet; thence South $83^{\circ} 45'$ West, 318.80 feet, thence South $87^{\circ} 20'$ West, 380.80 feet; thence South $17^{\circ} 20'$ West, 755.00 feet; thence South $79^{\circ} 06'$ West, 1,351.70 feet; thence South $67^{\circ} 30'$ West, 1,197.90 feet; thence North $81^{\circ} 05'$ West, 646.80 feet; thence South $47^{\circ} 50'$ West 580.80 feet; thence South $11^{\circ} 30'$ West, 508.20 feet; thence South $66^{\circ} 35'$ West, 704.90 feet; thence North $72^{\circ} 50'$ West, 696.30 feet; thence South $44^{\circ} 10'$ West, 1,379.40 feet; thence South $54^{\circ} 10'$ West, 577.30 feet; thence South $4^{\circ} 10'$ East, 2,283.60 feet; thence South $45^{\circ} 30'$ West, 485.10 feet; thence South $17^{\circ} 35'$ West, 739.20 feet; thence South $32^{\circ} 30'$ East, 943.80 feet; thence South $35^{\circ} 30'$ West, 2,438.70 feet; thence South $8^{\circ} 50'$ East, 1,742.40 feet; thence South $44^{\circ} 50'$ West, 389.40 feet; thence South $77^{\circ} 15'$ West, 871.20 feet; thence North $61^{\circ} 50'$ West, 594.00 feet; thence South $70^{\circ} 50'$ West, 414.50 feet; thence North $54^{\circ} 45'$ West, 502.90 feet; thence South $88^{\circ} 40'$ West, 3,406.30 feet; thence South $88^{\circ} 40'$ West, 1,177.40 feet; thence North $65^{\circ} 40'$ West, 363.00 feet; thence North $84^{\circ} 30'$ West, 384.00 feet; thence South $70^{\circ} 00'$ West, 201.30 feet; thence North $38^{\circ} 41'$ West, 1,001.20 feet; thence North $51^{\circ} 16'$ West, 672.50 feet; thence North $47^{\circ} 08'$ West, 384.10 feet; thence North $30^{\circ} 30'$ West, 528 feet; thence North $56^{\circ} 58'$ West, 749.10 feet; thence North $32^{\circ} 33'$ West, 254.10 feet; thence North $31^{\circ} 58'$ West, 1,152.40 feet; thence North $38^{\circ} 24'$ West, 1,531.90 feet; thence North $39^{\circ} 53'$ West, 520.10 feet; thence North $32^{\circ} 45'$ West, 425.70 feet; thence North $46^{\circ} 30'$ West, 201.30 feet; thence South $79^{\circ} 48'$ West, 1,273.80 feet; thence North $46^{\circ} 46'$ West, 1,336.50 feet; thence North $13^{\circ} 19'$ West, 1,090.30 feet; thence North $11^{\circ} 20'$ West, 869.70 feet; thence North $34^{\circ} 58'$ East, 1,521.30 feet; thence North $13^{\circ} 33'$ West, 295.00 feet; thence North $38^{\circ} 00'$ West, 251.00 feet; thence North $28^{\circ} 30'$ East, 814.40 feet; thence North $1^{\circ} 30'$ East, 615.10 feet; thence North $1^{\circ} 12'$ East, 290.10 feet; thence in a Northwesterly direction across the top of the Huachuca Mountains Watershed divide line to the true point of beginning, designated as Corner No. 1.

520

Station 217 plus 57.7 to Station 228 plus 07.4, except where such right-of-way conflicts with the adobe building known as the Post Cleaners;

70 feet wide, 50 feet on the north side and 20 feet on the south side of the center line from Station 228 plus 07.4 to Station 232 plus 12.5;

40 feet wide, 20 feet on each side of the center line from Station 232 plus 12.5 to Station 235 plus 97.9;

100 feet wide, 50 feet on each side of the center line from Station 235 plus 97.9 to Station 242 plus 25.2.

Together with the responsibility for perpetual care and maintenance thereof.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging unto the State of Arizona and its assigns forever.

PROVIDED, that in the event the grantee shall cease or fail to care for and maintain the historic military cemetery or burial plot or the graves and monuments contained therein in a manner satisfactory to the Secretary of the Army, all such right, title and interest transferred or quitclaimed hereunder by the Government shall revert to the United States.

PROVIDED, that all uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed by Kenneth C. Royall, the Secretary of the Army of the United States of America, and the seal of the Department of the Army to be affixed this 26th day of March, 1948.



UNITED STATES OF AMERICA

BY Kenneth C. Royall

STATE OF VIRGINIA }
COUNTY OF ARLINGTON) SS

On this the 26th day of March, 1948, before me Glenn H. Hitt, the undersigned officer, personally appeared Kenneth C. Royall, Secretary of the Army of the United States of America, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Glenn H. Hitt
Notary Public
Arlington County, Virginia

My commission expires:

My commission expires April 30, 1950

FORM 314 Certificate of Official Character.

Commonwealth of Virginia }
County of Arlington } to wit:

I, H. BRUCE GREEN, Clerk of the Circuit Court of the County aforesaid in the State of Virginia, the same being a Court of record, do certify that Glenn H. Hitt whose genuine signature is attached to the foregoing certificate is, and was at the time of signing the same, a Notary Public in and for the said County, duly commissioned and qualified, residing in said County and duly authorized, by virtue of his office, to take acknowledgements to deeds and other writings, and to administer oaths under the laws of this State. I further certify that the official acts of the said Glenn H. Hitt are entitled to full faith and credit; that I am well acquainted with the handwriting of the said Glenn H. Hitt and verily believe his signature to the foregoing proof or acknowledgment to be genuine, and that his attestation is in due form of law. I further certify that the laws of Virginia do not require the imprint of the Notary's seal to be filed with the authenticating officer.

Whereof I have hereunto set my hand and affixed the seal of the said Court this

at the County of

22

The terms and conditions of the foregoing instrument are hereby
accepted this 16th day of May, 1948.

Attest:

STATE OF ARIZONA

By Sidney P. Osborn
Governor

I, Don E. Garvey, certify that I am the Secretary of State of the
State of Arizona, the body politic named as grantee herein; that Sidney
P. Osborn signed the above acceptance of this deed on behalf of the
grantee, was then, and now is, the duly elected qualified and acting
Governor of the said State of Arizona.

Paul H. Gump (Seal)
Secretary of State

4822

Fee 3.20.

Indexed	Compared To	Copied	Filed

STATE OF ARIZONA, ss.
County of Cochise.

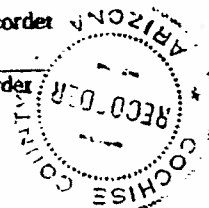
I hereby certify that the within instrument
was filed and recorded at request of

Don E. Garvey, Secretary of State.
Phoenix, Arizona.
JUN 25 1948 9 00 AM M

In Book POCKET 9
on Pages 518-522
Witness my hand and Official Seal the day
and year aforesaid.

P. W. Newbury,

County Recorder

By P. W. Newbury
Deputy Recorder

D E E D

THIS INDENTURE, Made this 29th day of October, 1948 between United States of America, acting by and through the War Assets Administration, under and pursuant to Reorganization Plan One of 1947 (12 Fed. Reg. 4534) and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders thereunder, Grantor, and the State of Arizona, Grantee,

WITNESSETH:

That the said Grantor, for good and valuable consideration, including the payment of the appraised value of all of the property listed in Exhibit A, attached hereto and made a part hereof, receipt of which payment is hereby acknowledged, does by these presents hereby demise, release, grant, bargain, and sell unto the said Grantee, its successors and assigns, all of its right, title, interest, claim and demand in and to all of that property described and set forth in Exhibit A attached hereto and made a part hereof, together with all of the electrical distribution system and gas system, all of which property is located in Pima County, State of Arizona, at Fort Huachuca.

TO HAVE AND TO HOLD the foregoing described property, including that set forth in Exhibit A, attached hereto and made a part hereof, together with all and singular the appurtenances, and privileges thereunto belonging, and all the estate, right, title, interest and claim of the Grantor unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

UNITED STATES OF AMERICA, Acting by
and through War Assets Administration
BY Ralph P. Merritt
RALPH P. MERRITT
Project Direct Manager

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

On this 29th day of October, 1948, before me Caroline Poole, a Notary Public, in and for the County of Maricopa, State of Arizona, personally appeared Ralph P. Merritt, known to me to be the Project Manager of Fort Huachuca, Arizona, of the Office of Real Property Disposal, Region 10, War Assets Administration, San Francisco, California, and known to me to be the person who executed the within instrument on behalf of said War Assets Administration, which executed said instrument, on behalf of the United States of America, and acknowledged to me that he subscribed to the said instrument the name of the United States of America, being thereunto duly authorized, and further, that the United States of America executed said instrument.

Witness my hand and official seal.

Caroline Poole
Notary Public

My Commission Expires:

31.7.51

EXHIBIT "A"

BUILDING NUMBERBUILDING NUMBERBUILDING NUMBER

T-8042
 T-11078
 T-11016
 T-8075
 T-8129
 T-11050
 T-11085
 T-11069
 T-9071
 T-9081
 T-8144
 T-14031
 T-9083
 T-8077
 T-9084
 T-18053
 T-8084
 T-12149
 T-9038
 T-12150
 T-14032
 T-8060
 T-11036
 T-11035
 T-8085
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 T-12080
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 T-8019
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BUILDING NUMBER

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T-14005
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T-14028

Electrical Distribution System) Except as reserved for federal or
Gas Distribution System) State operational requirements.

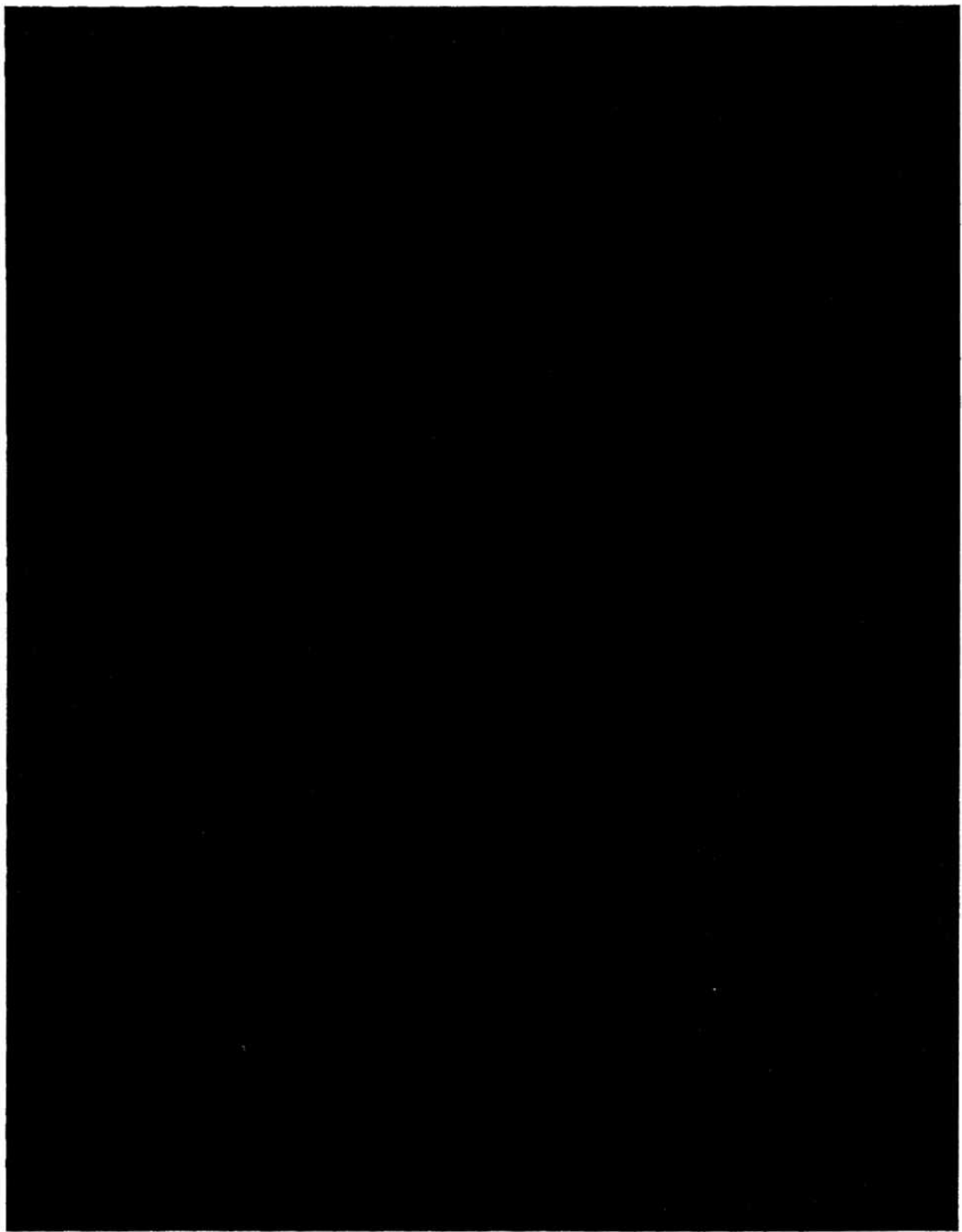


EXHIBIT D

THIS INDENTURE made the 14th day of January, 1949 between the United States of America, acting by and through the War Assets Administrator under and pursuant to the authority contained in Public Law 527, 80th Congress approved May 19, 1948, Party of the First Part, and the State of Arizona, Party of the Second Part.

WITNESSETH

That the said party of the first part for and in consideration of the use and maintenance by the party of the second part of the property hereinafter described of a reserve for the conservation of wildlife other than migratory birds, and the benefits which shall accrue to the United States from the continued use of such property for such purposes, does release, release and quitclaim subject to the reservations, conditions, limitations and conveyances hereinafter contained unto the said Party of the Second Part and its successors and assigns, for the use and benefit of the state agency, having the management for the conservation of wild life, other than migratory birds, all of its right, title, interest, claim and demand in and to the following described property situate in the County of Cochise, State of Arizona, to-wit:

DESCRIPTION

Beginning at survey station, designated as Corner No. 1, being the northeast corner of Section 31 in Township 21 South, Range 19 East on the Military Reservation boundary line, which is the true point of beginning; thence North 18° 14' East, 124.70 feet; thence North 22° 15' East, 13,562.71 feet to a point sometimes designated as Corner No. 2; thence North 32° 30' East, 34,458.20 feet, to a point sometimes designated as Corner No. 3; thence South 21° 23' East, 33,835.20 feet, to a point designated as Corner No. 4; thence South 43° 38' East, 11,321.70 feet to a point designated as Corner No. 5; thence South 34° 24' West, 16,316.80 feet to a point designated as Corner No. 6; thence South 56° 50' West, 995.30 feet; thence South 65° 50' West, 393.60 feet; thence South 18° 10' West, 301.70 feet; thence South 67° 40' West, 392.60 feet; thence North 34° 40' West, 731.90 feet; thence South 34° 20' West, 1,927.30 feet; thence South 67° 30' West, 344.90 feet; thence South 83° 45' West, 318.80 feet; thence South 87° 20' West, 3 3.30 feet; thence South 17° 20' West, 755 feet; thence South 7° 04' West, 1,351.70 feet; thence South 67° 30' West, 1,197.90 feet; thence North 81° 05' West, 646.80 feet; thence South 49° 50' West, 580.80 feet; thence South 11° 30' West, 538.20 feet; thence South 66° 25' West, 704.80 feet; thence North 72° 50' West, 696.30 feet; thence South 44° 10' West, 1,379.40 feet; thence South 54° 10' West, 577.30 feet; thence South 4° 10' East, 2,233.60 feet; thence South 45° 30' West, 465.10 feet; thence South 17° 35' West, 739.20 feet; thence South 32° 30' East, 943.80 feet; thence South 35° 30' West, 2,438.70 feet; thence South 8° 50' East, 1,742.40 feet; thence South 44° 50' West, 389.44 feet; thence South 77° 15' West, 871.20 feet; thence North 61° 50' West, 594.10 feet; thence South 70° 50' West, 414.50

feet; thence North 54° 45' West, 502.90 feet; thence South 88° 40' West, 3,406.30 feet; thence South 88° 40' West, 1,377.40 feet; thence North 65° 40' West, 363 feet; thence North 84° 30' West, 348 feet; thence South 70° 00' West, 201.30 feet; thence North 38° 41' West, 1,001.20 feet; thence North 51° 16' West, 672.50 feet; thence North 47° 08' West, 384.10 feet; thence North 30° 30' West, 528 feet; thence North 56° 58' West, 749.10 feet; thence North 42° 33' West, 254.10 feet; thence North 31° 58' West, 1,152.40 feet; thence North 38° 24' West, 1,531.90 feet; thence North 39° 53' West, 520.10 feet; thence North 32° 45' West, 425.70 feet; thence North 46° 30' West, 1,273.80 feet; thence South 79° 48' West, 1,273.80 feet; thence North 46° 45' West, 1,336.50 feet; thence North 13° 19' West, 1,000.30 feet; thence North 11° 20' West, 869.70 feet; thence North 34° 58' East, 1,521.30 feet; thence North 13° 33' West, 295 feet; thence North 36° 00' West, 251 feet; thence North 28° 30' East, 814.40 feet; thence North 1° 30' East, 615.10 feet; thence North 1° 12' East, 290.00 feet; thence to a Northwesterly direction across the top of the Huachuca Mountains Watershed divide line to the true point of beginning, designated as Corner No. 1.

ACCEPTING therefrom a parcel of land located within the area described by the above mentioned metes and bounds and more particularly described as follows:

That land situated north of line running southeasterly in a straight line from southeast corner Section 31, T. 21 S., R. 19 E., G. & S. R. Mer. to Corner No. 5 of Reservation boundary, also being common corner to Reservation boundary and Section 13 & 24, T. 22 S., R. 20 E., G. & S. R. Meridian, and south of a line running northeasterly in a straight line from aforementioned Section Cor. 31 to a point on the Reservation boundary common to said Reservation boundary and Sections 21 and 28, T. 21 S., R. 20 E., G. and S. R. Meridian; and lying east of a line running southerly in a straight line from south section corner common to 11 & 12, and north boundary of the Reservation, T. 21 S., R. 19 E., G. & S. R. Mer. to the northeast corner of Section 3, T. 23 S. R. 19 E. G. & S. R. Mer. and bounded on the east by the easterly Military Reservation boundary.

TOGETHER WITH the following buildings, located on that parcel of land hereinabove described which is excepted from this conveyance, to be used in place, subject to all of the conditions, reservations, limitations and covenants hereinafter contained:

Bldg. No.	Description	Size
2-1039	Garage (2 car)	24' x 24'
1052	Officer's Quarters	31' x 43'
1068	" "	58' x 69'
1069	" "	49' x 78'
1100	Garage	23' x 23'
1112	" "	12' x 22'
1113	Coal Bin	5' x 8' x 4'
1114	Maids Quarters	14' x 16'
1116	Officer's Quarters	24' x 4'
1117	Coal Bin	8' x 5' x 4'
1118	" "	8' x 5' x 4'
6023	Service Club #1, 2 story	60' x 101'
14018	Warehouse	60' x 150'
14019	"	60' x 150'
14020	"	60' x 150'
14021	"	60' x 150'
14022	"	60' x 150'
14023	"	60' x 150'

TOGETHER WITH appropriate rights for the use of the land underlying the above enumerated buildings and right of ingress and egress through the main (East gate) of the land area hereinabove described, but expressly excepted from this conveyance.

...and, further, to the party of the first part, its successors and assigns, those developed springs, and the water rights appertaining thereto, located on the land herein conveyed and known as Garden Canyon and Huachuca Canyon, and all pipe lines connecting the aforesaid springs with the said reservoirs located on that portion of the area excepted from this conveyance as above described and known as Reservoir Hill; and ...and, further, to the party of the first part, its successors and assigns, easements on, over and across a strip of land 15 feet on either side of the said pipelines for the use, operation, maintenance, repair and relocation of the above-mentioned pipelines as they now exist, together with rights of ingress and egress for maintenance, operation, repair and relocation thereof.

The party of the second part, its successors and assigns shall have the right to tap into the above-mentioned water pipelines without any cost or charge for the purpose of furnishing water to the range areas of the property herein conveyed.

Being a part of the same property acquired by the United States of America, and known as Fort Huachuca Military Reservation, and withdrawn from the public domain for military purposes by Executive Order G. O. No. 35, Hdqtrs. Dept. of Arizona, 1911, 29 Oct. 1911 and Executive Order No. 36 Hdqtrs. Army AGO 1933.

Pursuant to the provisions of Executive Order 9908 of December 5, 1947 (12 F. R. 3223),

All uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ore in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

reserving, however, to the party of the first part, its successors and assigns, those developed springs, and the water rights appertaining thereto, located on the land herein conveyed and known as Garden Canyon and Huchuca Canyon, and all pipe lines connecting the aforesaid springs with other reservoirs located on that portion of the area excepted from this conveyance as above described and known as Reservoir Hill; and reserving, further, to the party of the first part, its successors and assigns, easements on, over and across a strip of land 15 feet on either side of the said pipelines for the use, operation, maintenance, repair and relocation of the above-mentioned pipelines as they now exist, together with rights of ingress and egress for maintenance, operation, repair and relocation thereof.

The party of the second part, its successors and assigns shall have the right to tap into the above-mentioned water pipelines without any cost or charge for the purpose of furnishing water to the range areas of the property herein conveyed.

Being a part of the same property acquired by the United States of America, and known as Fort Huchuca Military Reservation, and withdrawn from the public domain for military purposes by Executive Order G. O. No. 35, Hdqtrs. Dept. of Arizona, 1931, 29 Oct. 1931 and Executive Order No. 36 Hdqtrs Army AGO 1933.

Pursuant to the provisions of Executive Order 5908 of December 5, 1947 (12 P. R. 3323),

all uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

There is also reserved from the foregoing conveyance all oil, gas, and other minerals in the above land, together with the right of the United States through its authorized agents, representatives, or lessees, to enter upon, at any time, the land and prospect for, mine and remove such minerals.

TO HAVE AND TO HOLD the foregoing described premises, together with all and singular, the rights, franchises and privileges thereunto belonging and all the interest, right, title, interest and claim of the party of the first part unto the use of the second part, its successors and assigns forever, subject to the regulations, conditions, limitations and covenants herein contained.

The premises herein conveyed are to be continuously used only as and for the conservation of wildlife, other than migratory birds, and are conveyed upon the condition that in the event they are no longer used for such purpose, the title thereto shall revert to the United States, and upon which reversion the title of the state thereto shall cease and determine and the United States shall have the immediate right of possession thereof.

The premises are hereby conveyed upon the further condition that in the event the President of the United States of America, the Congress thereof, the Secretary of Defense of the United States, or the Secretaries of the Army, Navy or Air Forces, or either of them determines that the said premises are needed for national defense purposes, the title thereto shall revert to the United States, and upon which reversion the title of the state thereto shall cease and determine and the United States shall have the immediate right of possession thereof.

Whenever, pursuant to the provisions of the above Public Law 537, the above premises are transferred, by the terms of this conveyance, the War Assets Administrator, or his successor in function, shall make and have published in the Federal Register an appropriate order which may be revised from time to time in like manner, designating for which of the purposes specified in section 1 of the above Public Law 537, the property so transferred shall be used.

Said land was duly declared surplus and assigned to the War Assets Administrator for disposal pursuant to Reorganization Plan No. 1 of 1947 and War Assets Administration Regulation No. 1, as amended.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed and sealed the 14th day of January, 1949.

(SEAL)

WITNESSES:

[Signature]
[Signature]

UNITED STATES OF AMERICA

By *[Signature]*

EXHIBIT E

THIS INDENTURE made this 2nd day of March, 1949 between the United States of America, acting by and through the War Assets Administrator, under and pursuant to Reorganization Plan No. 1 of 1947 (12 F. R. 4534, 4535), and the powers and authority contained in the provisions of the Surplus Property Act of 1944 (56 Stat. 765), as amended, more particularly by Public Law 629, 80th Congress, approved June 29, 1946 and the regulations issued pursuant thereto, party of the first part, and the State of Arizona, a sovereign state of the United States of America, party of the second part.

W I T N E S S E T H

That said party of the first part for and in consideration of the continuous use of the premises by the party of the second part for the training and maintaining of civilian components of the armed forces of the United States of America, does remise, release and quitclaim unto the said party of the second part, its successors and assigns forever, all of its right, title, interest, claim and demand in and to the following described property, situate in the County of Cochise, State of Arizona, to-wit:

A parcel of land situated in the County of Cochise, State of Arizona, being those portions of Townships 20 and 21 South, Range 20 East and Townships 20 and 21 South, Range 21 East, Gila and Salt River Meridian, within the following described boundaries:

Beginning at the Northwest corner of Section 30 of said Township 20 South, Range 21 East; thence Easterly along the North line of said Section 30, one-half mile, more or less, to the quarter corner common to said Section 30 and Section 19, said Township and Range; thence Northerly along the West line of the East half of said Section 19, one mile, more or less, to the North quarter corner thereof; thence Easterly along the North line of said Section 19 and Section 20 and fractional Section 21, said Township and Range, two miles, more or less, to the North quarter corner of said Section 21; thence Southerly along the North-South quarter section line of said Section 21 and of fractional Section 28 and Section 33, said Township and Range, three miles, more or less, to the South quarter corner of said Section 33; thence Easterly along the South line of said Section 33, a distance of 300 feet, more or less, to the Northeast corner of Section 4, Township 21 South, Range 21 East, Gila and Salt River Meridian; thence Southerly along the East line of said Section 4, one-half mile, more or less, to the quarter corner common to said Section 4 and fractional Section 3 said Township and Range; thence Easterly along the East-West quarter section line of said Section 3, nine-tenths mile, more or less to a point in the Easterly line thereof; thence Southerly along the Easterly line of said Section 3 and of fractional Section 10, said Township and Range, one and one-half miles, more or less, to the Southeast corner of said

ORIGINAL

Excepting, however, from the property next above described, the following two parcels of land, more particularly described as follows:

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a. All land situated south of line running southeasterly in a straight line from southeast corner Section 31, T. 21 S, R. 19 E, G. & S.R.B. & M., to Corner No. 5 of Reservation Boundary, above referred to; and North of a line running northeasterly in a straight line from aforementioned Section Cor. 31 to a point on the Reservation boundary common to said Reservation boundary and Sections 21 and 28, T. 21 S., R. 20 E, G. & S.R.B. & M; and west of line running southerly in a straight line from south section corner common to Sections 11 and 12, and north boundary of the Reservation, T. 21 S, R. 19 E, G. & S.R.B. & M. to the Northeast corner of Section 3, T. 23 S., R. 19 E, G. & S.R.B. & M., and otherwise bounded by the original Military Reservation boundary.

b. The Military Cemetery comprising 7.44 acres and access road comprising 49.95 acres from Fry (East) Gate to Cemetery, quitclaimed by the United States to the State of Arizona on March 26, 1948, pursuant to the provisions of Public Law 148, 80th Congress, approved July 1, 1947.

Being the property acquired by the United States of America and known as Fort Huachuca Artillery Range, portions of which were acquired by Declarations of Taking, withdrawal from public domain by Public Land Order No. 251, dated November 22, 1944 and No. 16 dated July 21, 1942, and being a part of the property acquired by the United States of America and known as Fort Huachuca Military Reservation and withdrawn from the Public domain for military purposes by Executive Order GO No. 35, Headquarters Department of Arizona 1881 - 29 October 1881 and Executive Order No. 36, Headquarters Army AGO 1883.

TOGETHER with 1164 buildings located thereon as specifically enumerated in Schedule "I" attached hereto and made a part hereof, but expressly excluding the following enumerated buildings:

Bldg. No.	Description	Size
T-1039	Garage (2 car)	24' x 24'
1052	Officers Quarters	31' x 43'
1068	" "	58' x 69'
1069	" "	49' x 78'
1100	Garage	23' x 23'
1112	" "	12' x 22'
1113	Coal Bin	5' x 8'
1114	Maids' Quarters	14' x 16'
1116	Officers' Quarters	24' x 4'
1117	Coal Bin	8' x 5' x 4'
1118	" "	8' x 5' x 4'
8023	Service Club #1, 2 story	60' x 101'
14018	Warehouse	60' x 150'
14019	"	60' x 150'
14020	"	60' x 150'
14021	"	60' x 150'
14022	"	60' x 150'
14023	"	60' x 150'
T-1018 (174-A)		
T-4093 (59)		

Together with the following utilities located thereon:

1. Water system consisting of:
 - A- Those springs, water rights and pipelines hereinafter specifically referred to
 - B- All of the water distribution system contained in Areas 1 - 6 inclusive, and Areas 7, 10, 13 and 14, and all pipelines in Areas 8, 9, 11 and 12 necessary to active service with the water system, and all wells located in Areas 12 and 14 with pumps, chlorinators and all connecting services coordinated with the water system of Fort Huachuca.
2. Electrical System
 - A. The power plant in Area 3, Building 3051.
 - B. Electrical Distribution System contained in Areas 1 - 6 inclusive, Areas 7, 10 and 13; all connecting poles, wires and other distribution facilities necessary to maintenance and operation thereof.
 - C. Drainage structure.
 - D. Automatic Sprinkler System.
 - E. Fire Alarm System.
3. Gas Distribution System
Power plant and all gas lines in Areas 1 - 6 inclusive, and Areas 7, 10, 13 and 14. All meters and other gas facilities commencing at point of gas delivery by El Paso Gas Company and all distribution facilities in Areas 1 - 6 inclusive, and Areas 7, 10, 13 and 14.
4. Sewage Disposal System
Sewage disposal system consisting of all sewage facilities, including pipelines and sewage disposal plants located in Areas 1 - 14, inclusive.
All water distribution facilities in Areas 1 - 14, inclusive, not a part of the active distribution system, for those Areas which are heretofore assigned to National Guard.

TOGETHER with those developed springs and the water rights appertaining thereto, known as Garden Canyon and Huachuca Canyon situate on the following described property, heretofore conveyed by the United States of America to the State of Arizona for the use and benefit of its State Game and Fish Commission by deed date January 14, 1949 and recorded March 31, 1949.

Beginning at survey station, designated as Corner Number 1, being the Southeast corner of Section 31 in Township 21 South, Range 19 East on the Military Reservation boundary line, which is the true point of beginning; thence North 1° 14' East, 124.70 feet; thence North 2° 06'

East, 18,562.70 feet to a point sometimes designated as Corner No. 2; thence North 32° 32' East, 34,458.20 feet, to a point sometimes designated as Corner No. 3; thence South 21° 23' East, 33,805.20 feet, to a point designated as Corner No. 4; thence South 43° 38' East, 11,321.70 feet to a point designated as Corner No. 5; thence South 34° 24' West, 16,816.80 feet to a point designated as Corner No. 6; thence South 56° 50' West, 995.30 feet; thence South 65° 50' West, 303.60 feet; thence South 18° 10' West, 301.00 feet; thence South 67° 40' West, 398.60 feet; thence North 34° 40' West, 731.90 feet; thence South 34° 20' West, 1,927.20 feet; thence South 67° 00' West, 244.90 feet; thence South 83° 45' West, 318.80 feet; thence South 87° 20' West, 380.80 feet; thence South 17° 20' West, 755 feet; thence South 79° 06' West, 1,351.70 feet; thence South 67° 30' West, 1,197.90 feet; thence North 81° 05' West, 646.80 feet; thence South 49° 50' West, 580.80 feet; thence South 11° 30' West, 508.20 feet; thence South 66° 35' West, 704.90 feet; thence North 72° 50' West, 696.30 feet; thence South 44° 10' West, 1,379.40 feet; thence South 54° 10' West, 577.30 feet; thence South 4° 10' East, 2,283.60 feet; thence South 45° 30' West, 485.10 feet; thence South 17° 35' West, 739.20 feet; thence South 32° 30' East, 943.80 feet; thence South 35° 30' West, 2,438.70 feet; thence South 8° 50' East, 1,742.40 feet; thence South 44° 50' West, 389.44 feet; thence South 77° 15' West, 871.20 feet; thence North 61° 50' West, 594.10 feet; thence South 70° 50' West, 414.50 feet; thence North 54° 45' West, 502.90 feet; thence South 88° 40' West, 3,406.30 feet; thence South 88° 40' West, 1,377.40 feet; thence North 65° 40' West, 363 feet; thence North 84° 30' West, 348 feet; thence South 70° 00' West, 201.30 feet; thence North 38° 41' West, 1,001.20 feet; thence North 51° 16' West, 672.50 feet; thence North 47° 08' West, 384.10 feet; thence North 30° 30' West, 528 feet; thence North 56° 58' West, 749.10 feet; thence North 32° 33' West, 254.10 feet; thence North 31° 58' West, 1,152.40 feet; thence North 38° 24' West, 1,531.90 feet; thence North 39° 53' West, 520.10 feet; thence North 32° 45' West, 425.70 feet; thence North 46° 30' West, 201.30 feet; thence South 79° 48' West, 1,273.80 feet; thence North 46° 46' West, 1,336.50 feet; thence North 13° 19' West, 1,090.30 feet; thence North 11° 20' West, 869.70 feet; thence North 34° 58' East, 1,521.30 feet; thence North 13° 33' West, 295 feet; thence North 38° 00' West, 251 feet; thence North 28° 30' East, 814.40 feet; thence North 1° 30' East, 615.10 feet; thence North 1° 12' East, 290.00 feet; thence to a North-westerly direction across the top of the Huachuca Mountains Watershed divide line to the true point of beginning, designated as Corner No. 1.

EXCEPTING therefrom a parcel of land located within the area described by the above mentioned metes and bounds and more particularly described as follows:

That land situated north of line running southeasterly in a straight line from southeast corner Section 31, T. 21 S., R. 19 E., G. & S. R. Mer. to Corner No. 5 of Reservation boundary, also being common corner to Reservation boundary and Sections 13 & 24, T. 22 S., R. 20 E. G. & S. R. Meridian, and south of a line running northeasterly in a straight line from aforementioned Section Cor. 31 to a point on the Reservation boundary common to said Reservation boundary and Sections 21 and 28, T. 21 S., R. 20 E. G. and S. R. Meridian; and lying east of a line running southerly in a straight line from south section corner common to 11 & 12, and north boundary of the Reservation, T. 21 S., R. 19 E., G. & S. R. Mer. to the northeast corner of Section 3, T. 23 S. R. 19 E. G. & S. R. Mer. and bounded on the east by the easterly Military Reservation boundary.

TOGETHER with all existing pipelines located on the above-described land of the Arizona State Game and Fish Commission, connecting the aforesaid springs with water reservoirs located on the property herein conveyed and known as "Reservoir Hill." Together with easements on, over and across a strip of land 15 feet on either side of the said pipe lines for the use, operation, maintenance, repair and re-location of the above-mentioned pipelines as they now exist, together with rights of ingress and egress for maintenance, operation, repair and re-location thereof, which said easements were reserved in that certain conveyance between the United States as grantor and the State of Arizona as grantee, dated January 14, 1949.

Reserving, however, to the party of the first part and its assigns the right to tap into the above-mentioned water pipelines, without any cost or charge, for the purpose of furnishing water to the range areas of the property of the Arizona State Game and Fish Commission as above described.

Reserving, further, to the party of the first part and its assigns the right, perpetually, to use the land underlying those certain eighteen (18) buildings above enumerated, which are specifically excepted from this conveyance, for the use of said buildings in place, together with necessary rights of ingress and egress to such buildings and further reserving to the party of the first part and its assigns rights of ingress and egress through the main (East) gate of the property herein conveyed.

Reserving, further, to the party of the first part the right to use the land underlying buildings Nos. T-1018 (174-A) and T-4093 (59) which are specifically excepted from this conveyance, together with rights of ingress and egress for the benefit of the party of the first part and its assigns, prospective purchasers and invitees for the period of six months in order that said party of the first part may accomplish disposal of such two buildings.

Pursuant to the provisions of Executive Order 9906 of December 5, 1947 (12 P. R. 8223);

All uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect. There is also reserved from the foregoing conveyance all oil, gas, and other minerals in the above land, together with the right of the United States through its authorized agents, representatives or lessees, to enter upon, at any time, the land and prospect for, mine and remove such minerals.

SUBJECT, however, to a certain existing outlease to the Citizens Utilities Company, Nogales, Arizona, for the operation of the power generating plant located on the land conveyed herein; and

SUBJECT, FURTHER, to all other existing outleases for grazing and other purposes affecting the property herein conveyed which said outleases are revocable at will.

TO HAVE AND TO HOLD the foregoing described premises, together with all and singular the appurtenances and privileges thereunto belonging, and all the estate, right, title, interest and claim of the party of the first part unto the said party of the second part, its successors and assigns forever, subject to the reservations, conditions, and covenants herein contained.

In the event there is a breach of any of the conditions and covenants herein contained by the party of the second part, its successors and assigns, whether caused by the legal inability of said party of the second part, its successors and assigns, to perform said conditions and covenants, or otherwise, during the period of 20 years from the date of this conveyance, all right, title and interest in and to the said premises shall revert to and become the property of the United States at its option, and it shall have the immediate right of entry upon said premises and the party of the second part, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging;

PROVIDED, HOWEVER, that the failure of the War Assets Administrator, or his successor in function, to require in any one or more instances complete performance of any of the conditions or covenants herein contained shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the party of the second part, its successors and assigns, with respect to such future performance shall continue in full force and effect;

PROVIDED FURTHER, that in the event the War Assets Administrator, or his successor in function, fails to exercise the option to re-enter the premises for any such breach within 21 years from the date of this conveyance, all of said conditions, and covenants, together with all rights of the United States of America to re-enter thereon as hereinabove provided, shall as of that date terminate and be extinguished.

The said party of the second part does by the acceptance of this deed covenant and agree for itself, and its successors and assigns, forever, as follows:

1. For a period of 20 years from the date of this conveyance, the premises above described shall be continuously used and maintained for the training and maintaining of civilian components of the armed forces of the United States, and for incidental purposes pertaining thereto, but for no other purpose.
2. The party of the second part will not sell, lease, or otherwise dispose of, any of the premises above described within 20 years from the date of this conveyance, without first obtaining the written authorization of the Administrator, or his successor in function, to such sale, lease, or other disposal;

Provided, however, that any obsolete or surplus material resulting from re-location of the utility lines necessary to provide maximum efficiency in the operation of utility services may be sold without prior written authorization; and provided further that in so far as not inconsistent with the needs of any civilian component of the Armed Forces, areas lying within the artillery range may be outleased for live-stock grazing purposes for limited periods of time within each year, and buildings or betterments lying within areas numbered 1 to 6 inclusive and in area 18 of the Fort Huachuca Military Reservation portion of the property may be outleased upon condition that the receipts of any such sale or outlease shall be paid into the State National Guard Fund and shall be used solely and exclusively for the maintenance and operation of the property herein conveyed.

3. The party of the second part may during the said 20 years period secure abrogation of all the said conditions and covenants, together with all rights of re-entry herein contained, except the right to repossess the premises as provided for in paragraph 4 hereinafter set forth, by:
 - (a) payment to the United States of an amount equal to the fair value of the property at the time application for abrogation of the conditions is made, less such an amount as may be determined by the War Assets Administrator, or his successor in function, to represent any increase in value attributable to capital improvements made by the purchaser; and
 - (b) obtaining the approval of the War Assets Administrator or his successor in function; and
 - (c) obtaining the approval of the appropriate Secretary or Secretaries whose certification with respect to suitability and necessity of the property for training and maintaining civilian components of the armed forces had been obtained as a condition precedent to this conveyance.
4. The party of the first part shall have the right during the existence of any national emergency declared by the President of the United States of America, or the Congress thereof, to the full, unrestricted possession, control and use of the premises, or any part thereof, without charge;

EXCEPT THAT the party of the first part shall be responsible during the period of such use, if occurring within a period of 20 years from the date of this conveyance, for the entire cost of maintaining the premises, or any portion thereof, so used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal aid;

PROVIDED, HOWEVER, that if such use is required after the expiration of a period of 20 years from the date of this conveyance, or the party of the second part, its successors and assigns, have secured the abrogation of the conditions subsequent together with all rights of re-entry as hereinabove provided, the party of the first part shall pay a fair rental for the entire portion of the premises so used.

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5. In the event of a breach of any condition or covenant herein imposed, the Administrator, or his successor in function, may immediately enter and possess himself of title to the herein conveyed premises for and on behalf of the United States of America.
6. In the event of a breach of any condition or covenant herein imposed, the party of the second part will, upon demand by the Administrator, or his successor in function, take such action, including the prosecution or suit, or execute such instruments, as may be necessary or required to evidence transfer of title to the herein conveyed premises to the United States of America.
7. The party of the second part will furnish to the Arizona State Game and Fish Commission all necessary utility services to the above enumerated 18 buildings, excepted from this conveyance, on the basis of fixed fees to be agreed upon by the party of the second part and the said Arizona State Game and Fish Commission, except that water supplied through the above-mentioned developed springs and the pipelines shall be supplied to the Arizona State Game and Fish Commission without charge; provided, however, any revenues received as proceeds from operation contracts entered into by the party of the second part covering the utility systems, consisting of electrical, water and gas distribution systems, shall be paid into the State National Guard fund for use solely and exclusively for maintenance and operation of the property herein conveyed.

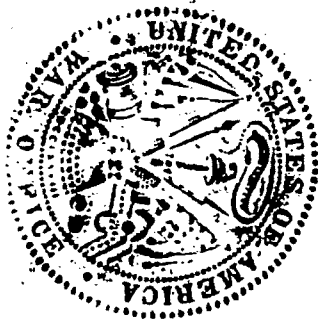
The foregoing conditions, reservations and limitations shall not be applicable with respect to any of the premises hereinbefore described which were, at the time of original conveyance from the party of the first part to the party of the second part, dated March 2, 1949, owned in fee by the party of the second part and with respect to which it is the intention of the party of the first part to quitclaim hereby only that possessory interest hereinabove referred to which was under the jurisdiction of War Assets Administration.

By the acceptance of this instrument the party of the second part admits and confesses to full knowledge with respect to the facts contained in the foregoing recitals as to the possible contaminated condition of the property.

By the acceptance of this instrument and as a further consideration for this conveyance, the party of the second part herein covenants and agrees for itself, its successors and assigns, to assume all risk for all personal injuries and property damages arising out of ownership, maintenance, use and occupation of all of the property hereinabove described whether the same was owned in fee by the party of the first part or the party of the second part; and further covenants

and agrees to indemnify and save harmless the Department of the Army and the United States of America, their servants, agents, officers and employees, against any and all liability, claims, causes of action or suits due to, arising out of, or resulting from, immediately or remotely, the possible contaminated condition, ownership, use, occupation or presence of the party of the second part or any other person upon the property, lawfully or otherwise.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed by Frank Pace, Jr., Secretary of the Army of the United States of America and the seal of the Department of the Army to be affixed hereto this 18th day of April 1950.



UNITED STATES OF AMERICA

By Frank Pace, Jr.
Secretary of the Army

STATE OF VIRGINIA }
COUNTY OF ARLINGTON } SS

On this 18th day of April 1950,
before me A. F. Spada, the undersigned officer,
personally appeared Frank Pace, Jr., Secretary
of the Army of the United States of America, known to me to be the
person described in the foregoing instrument, and acknowledged that he
executed the same in the capacity therein stated and for the purposes
therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal.

A. F. Spada
Notary Public

My Commission expires 14 September 1952



FORM 314 Certificate of Official Character.

Commonwealth of Virginia

County of Arlington

{ to wit:

I, H. BRUCE GREEN, Clerk of the Circuit Court of the County aforesaid in the State of Virginia, the
same being a Court of record, do certify that A. F. Spada
whose genuine signature is attached to the foregoing certificate is, and was at the time of signing the same,
a Notary Public in and for the said County, duly commissioned and qualified, residing in said County and
duly authorized, by virtue of his office, to take acknowledgements to deeds and other writings, and to
administer oaths under the laws of this State. I further certify that the official acts of the said
A. F. Spada are entitled to full faith and credit; that I am
well acquainted with the handwriting of the said A. F. Spada
and verily believe his signature to the foregoing proof or acknowledgment to be genuine; and that his
attestation is in due form of law. I further certify that the laws of Virginia do not require the im-
print of the Notary's seal to be filed with the authenticating officer.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Court this
21st day of April, 1950, and in the 74th year of the Common-
wealth.

H. Bruce Green, Clerk.

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The terms and conditions of the foregoing Correction Deed
are hereby accepted this 9 day of June, 1950.

STATE OF ARIZONA

BY

Frank S. Garvey
Governor

WITNESSES:

Wesley Bolin
Secretary of State

I, Wesley Bolin, certify that I am the Secretary of State
of the State of Arizona, the body politic named as grantee herein;
that Dan E. Garvey, who signed the above acceptance of this Correction
Deed on behalf of the grantee, was then, and now is, the duly elected
qualified and acting Governor of the said State of Arizona.

Wesley Bolin (SEAL)
Secretary of State



Filed in the Office of the Secre-
tary of the State of Arizona this
9th day of June
A.D. 1950 at 11:30 P.M.

Secretary of State

John J. ...
Assistant Secretary

Encl # 3

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The terms and conditions of the foregoing Correction Deed
are hereby accepted this 9 day of June, 1950.

STATE OF ARIZONA

BY Dan E. Garvey
Governor

Wesley Bolin
Secretary of State

I, Wesley Bolin, certify that I am the Secretary of State
of the State of Arizona, the body politic named as grantee herein;
that Dan E. Garvey, who signed the above acceptance of this Correction
Deed on behalf of the grantee, was then, and now is, the duly elected
qualified and acting Governor of the said State of Arizona.

Wesley Bolin (SEAL)
Secretary of State



Filed in the Office of the Secretary
of the State of Arizona this
17th day of June
A. D. 1950 at 11:20 P.M.

Secretary of State
By [Signature]
Assistant Secretary

Encl # 3

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192

The terms and conditions of the foregoing Correction Deed
are hereby accepted this 9 day of June, 1950.

STATE OF ARIZONA

BY Dan E. Garvey
Governor

WITNESSES:

Wesley Bolin
Secretary of State

I, Wesley Bolin, certify that I am the Secretary of State
of the State of Arizona, the body politic named as grantee herein;
that Dan E. Garvey, who signed the above acceptance of this Correction
Deed on behalf of the grantee, was then, and now is, the duly elected
qualified and acting Governor of the said State of Arizona.

Wesley Bolin (SEAL)
Secretary of State



Filed in the Office of the Secre-
tary of the State of Arizona this
9th day of June
A.D. 1950 at 11:30 P.M.

Secretary of State

By [Signature]
Assistant Secretary

Encl # 3

SCHEDULE "I"

Buildings Conveyed to the State of Arizona
Pursuant to Public Law 829, 80th Congress

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Bldg. No.

T-1001 to 1017 inclusive
T-1019 to 1033 "
T-1040 to 1051 "
T-1053 to 1067 "
T-1070 to 1099 "
T-1102 to 1111 "
T-1115 "
T-1119 to 1141 "
T-2002 to 2091 "
T-2093 to 2139 "
T-3001 to 3055 "
T-3057 to 3074 "
T-3079 to 3146 "
T-3152 to 3161 "
T-4001 to 4011 "
T-4013 to 4024 "
T-4026 (3Q Quarters)
T-4026 (Officers Quarters) to 4053 incl.
T-4056 to 4069 inclusive
T-4072
T-4074 to 4079 inclusive
T-4082 "
T-4084 "
T-4086 to 4088 "
T-4094 to 4102 "
T-4105 "
T-5001 to 5006 "
T-5008 to 5010 "
T-5012 to 5014 "
T-5016 to 5026 "
T-5028 to 5030 "
T-5032 "
T-5035 to 5037 "
T-5039 to 5048 "
T-5050 to 5061 "
T-5064 to 5066 "
T-5070
T-5071
T-5075
T-5110 to 5116 "
T-5120 to 5122 "
T-6002 to 6006 "
T-6008 to 6025 "
T-6027 "
T-7001 to 7009 "
T-7011 to 7015 "
T-7020 to 7023 "
T-7025 to 7033 "
T-7035 to 7043 "
T-7045
T-7046
T-7048
T-7049
T-7051 to 7061 "
T-7064 to 7067 "
T-7070 to 7081 "
T-7083 to 7091 "
T-7095 to 7113 "
T-7118 to 7120 "
T-7122 to 7127 "
T-7129 to 7132 "

Bldg. No.

T- 7135 to 7140 inclusive
7143 to 7165 "
7167
7168
7172
7176
8001 to 8009 "
8011
8022
8165 to 8171 "
8174
8175
9001
9005
9101
9112
9113
9120
9126
10001
10002
10005 and 10006
10008 to 10013 "
10017 to 10020 "
10024
10025
10027 and 10028 "
10030 to 10032 "
10035
10036
10039 to 10050 "
10054
10055
10057 to 10074 "
10077 to 10083 "
10085
10086
10089 to 10096 "
10099
10100 to 10136 "
10138 to 10148 "
10153 to 10163 "
10166 to 10175 "
10178 to 10180 "
10183 to 10188 "
10192
10195 to 10197 "
11012
11063
11065
11092
11093
11096 to 11103 "
12001 and 12002 "
12012 to 12016 "
12053
12065
12156
12157
12246
13001 to 13003 "

EXHIBIT G

FORT HUACHUCA - 1951

DEPARTMENT OF THE AIR FORCE
Washington

Office of the Secretary

Jan. 18, 1951

Dear Governor Pyle:

Reference is made to deed from the United States of America dated January 14, 1949 conveying to the State of Arizona certain land and facilities comprising a portion of the Fort Huachuca Military Reservation, Arizona, for use of the State Agency having the management for the conservation of wild life, on the condition that in the event the Secretary of the Air Force, inter alios, determines that the said premises are needed for national defense purposes the title thereto shall revert to the United States.

I have determined that the land and facilities conveyed by the above-mentioned deed are required for purposes of national defense. In view of this determination, title to the land and facilities described in the deed dated January 14, 1949, reverts to the United States in accordance therewith.

Reference is made also to deed from the United States dated March 2, 1949, as amended by deed dated April 18, 1950, conveying to the State of Arizona certain land and facilities comprising a portion of the Fort Huachuca Military Reservation for the training and maintaining of civilian components of the armed forces of the United States. I have determined also that there is a military requirement for the full, unrestricted possession, control and use of certain portions of the area conveyed by these deeds. Accordingly, you are notified, in accordance with the provisions of the deed dated April 18, 1950, that the United States hereby exercises its right to the immediate use of the following described areas.

- a. The land situated north of line running southeasterly in a straight line from southeast corner Section 31, T. 21 S., R. 19E., G & S.R. Mer. to Corner No. 5 of Reservation boundary, also being common corner to Reservation boundary and Sections 13 & 24, T. 22 S., R. 20E., G & S.R. Mer. and south of a line running northeasterly in a straight line from aforementioned Section Cor. 31 to a point on the Reservation boundary common to said Reservation boundary and Sections 21 and 28, T. 21 S., R. 20E., G & S. R. Mer., and lying east of a line running southerly in a straight line from South

section corner common to 11 & 12, and north boundary of the Reservation, T. 21 S., R. 19 E., G. & S. R. Mer. to the northeast corner of Section 3, T. 23 S., R. 19 E., G & S. R. Mer. and bounded on the east by the Easterly Military Reservation boundary.

- b. Beginning at a point designated as the southeast corner of Section 27, T. 21 S., R. 20 E., G. & S. R. Mer., thence westerly along the south line of said Section 27, one mile more or less, to the southwest corner of the said Section 27, being also to the Northwest corner of fractional Section 33, said Township and Range; thence southerly along the east line of said Section 33, three-fourths mile, more or less, to a point in the easterly boundary of Fort Huachuca Military Reservation, as such Reservation is described in Executive Order dated May 14, 1883 and shown on Map No. 6203-100 entitled "Fort Huachuca, Arizona, Reservation Map", dated March, 1936, on file in the Office of the Quartermaster General; said point also being the most southerly corner of said fractional Section 33; thence northerly along said easterly boundary of Fort Huachuca Military Reservation, as above referred to and also the westerly line of fractional Sections 33, 28, 21, 20, 17 and 8, said Township and Range, four and one-fifth miles, more or less, to the intersection thereof with the North-South quarter section line of said fractional Section 8; thence northerly along said quarter section line one-half mile, more or less, to the center of said Section 8; thence easterly along the center line of Sections 8, 9, and 10 of said township and Range to the quarter section line common to Sections 10 and 11, thence south to the point of beginning.

The Division Engineer, Corps of Engineers, P. O. Box 3339, Rincon Annex, San Francisco 19, California has been requested to communicate with you or such representative as you may designate in order that arrangements may be made for the assumption of possession of the lands and facilities located thereon.

Sincerely yours,

Honorable Howard Pyle
Governor of Arizona
State House
Phoenix, Arizona

/a/ - JOHN A. McCONE
Acting Secretary of the Air Force

C O P Y

AFMAI RO/8/Mr Pieper, Amed/54443/Mar 13/51

SUBJECT: Reactivation of Fort Huachuca, Arizona

AFMAI RO/8

2nd Ind

15 March 1951

Department of the Air Force, Hq United States Air Force,
Washington 25, D. C.

THRU: The Assistant Chief of Staff, G-4, Department of the Army
Service Division - Installations Branch

TO : The Chief of Engineers, Department of the Army,
Washington 25, D. C. ATTN: Real Estate, ENGLS

1. In view of the agreement reached at conference held on 2 March 1951 with representatives of the Department of the Air Force, Department of the Army, Department of the Navy and the Munitions Board that the Department of the Army was to have Fort Huachuca, the Governor of Arizona is being advised that this installation is being transferred to the control and jurisdiction of the Department of the Army and that all questions relating to the status of title and use of the facilities will be received or determined by the Army.

2. In the event the Department of the Army requests the relinquishment of any right, title and interest which the Air Force has in subject installation by virtue of its letter of 18 January 1951 to the Governor, this headquarters will upon a further request take the necessary action to transfer to Army any interest it may have in the installation.

3. It is understood that the Department of the Army will or has assumed all the obligations incurred by the Air Force to date.

FOR THE CHIEF OF STAFF:

Signed

C. F. DREYER
Colonel, USAF
Chief, Real Estate Division
Directorate of Installations
Office, Deputy Chief of Staff, Materiel

6 incls n/c/

cc: ConAC
Air Training Command
Liaison Officer
RR Br, 5E385
Mr Parler, Maintenance Division, 5D442

AFMAI-RO

AFMAI-R

AFMAI

EXHIBIT H

Ft. Huachuca
RE-D 5885A

QUITCLAIM DEED

AS TO FORM

This instrument is dated 9th day of September, 1954.

Robert W. Parker

THIS INDENTURE, made this 9th day of September, 1954,

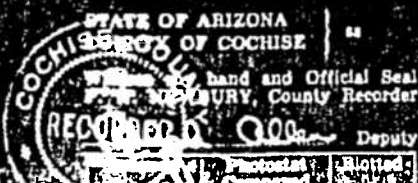
by and between the STATE OF ARIZONA, acting by and through the Governor or his legally constituted representative, party of the first part, Grantor, and the United States of America, party of the second part, Grantee,

WITNESSETH:

That the Grantor, pursuant to Chapter 44 House Bill No. 170, passed by the 20th Legislature of the State of Arizona, 2nd Regular Session, effective March 13, 1952, does hereby remise, release and quitclaim unto the said Grantee and its assigns forever, all its rights, title and interests, claim and demand which said Grantor has in and to the following described land, together with all improvements thereon, situated in the County of Cochise, State of Arizona, to-wit:

- a. A parcel of land located in unsurveyed portions of Townships 21, 22, 23 South and Ranges 19, 20, East, Gila and Salt River Base and Meridian, Cochise County, Arizona, being the Fort Huachuca Military Reservation as said Reservation was set aside by Executive Order dated 14 May 1883, and being more particularly described as follows:

Beginning at survey station, designated as Corner No. 1, being the Southeast corner of Section 31 in Township 21 South, Range 19 East on the military Reservation boundary line, which is the true point of beginning; thence North 2° 06' East, 18,562.70 feet to a point designated as Corner No. 2; thence North 82° 32' East, 34,458.20 feet, to a point designated as Corner No. 3; thence South 21° 23' East 33,805.20 feet, to a point designated as Corner No. 4; thence South 43° 38' East, 11,321.70 feet to a point designated as Corner No. 5; thence South 34° 24' West, 16,816.80 feet to a point designated as Corner No. 6; thence South 56° 50' West, 995.30 feet; thence South 65° 50' West, 303.60 feet; thence South 18° 10' West, 301.00 feet; thence South 67° 40' West, 398.60 feet; thence North 34° 40' West, 731.90 feet; thence South 34° 20' West, 1,927.20 feet; thence South 67° 00' West, 244.90 feet; thence South 83° 45' West, 318.80 feet; thence South 87° 20' West, 380.80 feet; thence South 17° 20' West, 755.00 feet; thence South 79° 06' West, 1,351.70 feet; thence South 67° 30' West, 1,197.90 feet; thence North 81° 05' West, 646.80 feet; thence South 49° 50' West 580.80 feet; thence South 11° 30' West, 508.20 feet; thence South 66° 35' West, 704.90 feet; thence North 72° 50' West, 696.30 feet; thence South 44° 10' West, 1,379.40 feet; thence South 54° 10' West, 577.30 feet; thence South 4° 10' East 2,283.80 feet; thence South 45° 30' West, 485.10 feet; thence South 17° 35' West, 739.20 feet; thence South 32° 30' East, 943.80 feet; thence South 35° 50' West, 2,438.70 feet; thence South 8° 50' East, 1,742.40 feet; thence South 44° 50' West, 389.40 feet; thence South 77° 15' West, 871.20 feet; thence North 61° 50' West, 594.10 feet;



I hereby certify that the within instrument was filed and recorded at request of

PIONEER ABSTRACT CORP.
BISBEE, ARIZ.

Fee \$ 3.35

I. R. S.

Date SEP 9, 1955 - 1:00 P M

thence South 70° 50' West, 414.50 feet; thence North 54° 45' West, 502.90 feet; thence South 88° 40' West, 3,408.30 feet; thence South 88° 40' West, 1,377.40 feet; thence North 65° 40' West, 363.00 feet; thence North 84° 30' West, 348.00 feet; thence South 70° 00' West, 201.30 feet; thence North 38° 41' West, 1,001.20 feet; thence North 61° 16' West, 672.50 feet; thence North 47° 08' West, 384.10 feet; thence North 30° 30' West, 528 feet; thence North 56° 58' West, 749.10 feet; thence North 32° 33' West, 254.10 feet; thence North 31° 58' West, 1,152.40 feet; thence North 38° 24' West, 1,531.90 feet; thence North 39° 53' West 520.10 feet; thence North 32° 45' West, 425.70 feet; thence North 46° 30' West, 201.30 feet; thence South 79° 48' West, 1,273.80 feet; thence North 46° 46' West, 1,336.50 feet; thence North 3° 19' West, 1,090.30 feet; thence North 11° 20' West, 869.70 feet; thence North 34° 58' East, 1,531.30 feet; thence North 13° 33' West, 295.00 feet; thence North 38° 00' West 251.00 feet; thence North 28° 30' East, 814.40 feet; thence North 1° 30' East, 615.10 feet; thence North 1° 12' East, 290.10 feet; thence in a Northwesterly direction across the top of the Huachuca Mountains Watershed divide line to the true point of beginning, designated as Corner No. 1.

Excepting, however, from the property next above described, the following parcel of land, more particularly described as follows:

All land situated south of line running southeasterly in a straight line from southeast corner Section 31, T. 21 S., R. 19 E., G. & S.R.B. & M., to Corner No. 5 of Reservation Boundary, above referred to; and North of a line running northeasterly in a straight line from aforementioned Section Cor. 31 to a point on the Reservation boundary common to said Reservation boundary and Sections 21 and 28, T. 21 S., R. 20 E., G. & S.R.B. & M.; and west of line running southerly in a straight line from south section corner common to Sections 11 and 12, and north boundary of the Reservation, T. 21 S., R. 19 E., G. & S.R.B. & M. to the Northeast corner of Section 3, T. 23 S., R. 19 E., G. & S.R.B. & M., and otherwise bounded by the original Military Reservation boundary.

Containing 10,540.80 acres, more or less.

- b. A parcel of land beginning at a point designated as the southeast corner of Section 27, Township 21 South, Range 20 East, Gila and Salt River Meridian, thence westerly along the south line of said Section 27, one mile, more or less, to the southwest corner of said Section 27, being also to the Northeast corner of fractional Section 33, said Township and Range; thence southerly along the east line of said Section 33, three-fourths mile, more or less, to a point in the easterly boundary of Fort Huachuca Military Reservation, as such Reservation is described in Executive Order dated May 14, 1883 and shown on Map No. 6203-100 entitled "Fort Huachuca, Arizona, Reservation Map", dated March, 1936, on file in the Office of the Quartermaster General; said point also being the most southerly corner of said fractional Section 33; thence northerly along said easterly boundary of Fort Huachuca Military Reservation, as above referred to and also the westerly line of fractional Sections 33, 28, 21, 20, 17 and 8, said Township and Range, four and one-fifth miles, more or less, to the intersection thereof with the North-South quarter section line of said fractional Section 8; thence northerly along said quarter section line one-half mile, more or less, to the center of said Section 8; thence easterly along the

center line of Sections 8, 9 and 10 of said Township and Range to the quarter section line common to Sections 10 and 11, thence south to the point of beginning.

2

EXCEPTING therefrom the following described property in Township 21 South, Range 20 East, Gila and Salt River Meridian;

South half ($S\frac{1}{2}$), Section 9
Southwest quarter ($SW\frac{1}{4}$), Section 10
North half ($N\frac{1}{2}$) and Southwest quarter ($SW\frac{1}{4}$), Section 16
All being United States Department of the Interior,
Public Domain Land.

also

Southeast quarter ($SE\frac{1}{4}$), Section 16
Being State of Arizona School Land.

Containing 3,377.31 acres, more or less.

TO HAVE AND TO HOLD the same together with all the appurtenances thereunto belonging to the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the State of Arizona has caused these presents to be executed by its Governor

and the seal of the State of Arizona to be affixed hereto this

9th day of September, 1954.

STATE OF ARIZONA

By Howard Pyle

Attest:

Wesley Bolins certify that I am the Secretary of State of the State of Arizona, the body politic named as Grantor herein, that Howard Pyle, who signed deed on behalf of the State of Arizona was then and now is the duly elected Governor of the said State of Arizona.

COUNTY OF MARICOPA
STATE OF ARIZONA

This instrument was acknowledged before me this 9th day of September, 1954 by Howard Pyle and Wesley Bolins



My commission expires March 10, 1955

Mydell Jones
NOTARY PUBLIC

EXHIBIT I

QUITCLAIM DEED

THIS INSTRUMENT, made this 28th day of May, 19 57,
by and between the STATE OF ARIZONA, acting by and through the Governor or
his legally constituted representative, party of the first part, Grantor,
and the UNITED STATES OF AMERICA, party of the second part, Grantee,

WITNESSETH:

That the Grantor, pursuant to Chapter 44, House Bill No. 170,
passed by the 20th Legislature of the State of Arizona, 2nd Regular Session,
effective March 12, 1932, and in consideration of the Department of the Army
of the United States having designated Fort Huachuca as a permanent field
training site for the National Guard of Arizona (Army), does hereby remise,
release and quitclaim unto the said Grantee and its assigns forever, all
its rights, title and interests, claim and demand which said Grantor has in
and to the following described land, together with all improvements thereon,
situated in the County of Cochise, State of Arizona, to-wit:

Parcels of land in the County of Cochise, State of Arizona,
described as follows:

TRACT A-103:

The North one-half and the Southwest one-quarter of Section
11; the West one-half and the Southeast one-quarter of Section 12;
all of Sections 14, 22, 24 and 26; the North one-half of Section
28; in Township 21 South, Range 20 East, Gila and Salt River
Meridian.

All of Sections 17, 18 and 19; the North one-half of Section
20; in Township 21 South, Range 21 East, Gila and Salt River
Meridian.

CONTAINING 6,088.92 acres, more or less.

TRACT A-104:

Lots 2, 3, and 4 in fractional Section 27; Lots 1, 2, and 3,
the South one-half of the Northeast one-quarter, the East one-half
of the Southwest one-quarter, and the Southeast one-quarter of
fractional Section 33; all of Sections 34 and 35; in Township 20
South, Range 20 East, Gila and Salt River Meridian.

CONTAINING 1,849.53 acres, more or less.

TRACT A-105:

The Southeast one-quarter of Section 19, Township 20 South,
Range 21 East, Gila and Salt River Meridian.

CONTAINING 160.00 acres, more or less.

TRACT A-106:

The West one-half of fractional Section 23; the Southeast one-quarter of Section 23; and the West one-half of Section 23; in Township 20 South, Range 21 East, Gila and Salt River Meridian.

CONTAINING 800.00 acres, more or less.

TRACT A-107:

All of Section 21, in Township 20 South, Range 21 East, Gila and Salt River Meridian, and all of Section 8, in Township 21 South, Range 21 East, Gila and Salt River Meridian.

CONTAINING 1,334.96 acres, more or less.

AGGREGATING a total of 10,200.40 acres, more or less.

SUBJECT TO existing easements for public roads and highways, public utilities, railroads and pipelines, and to the reservation of the National Guard of Arizona (Army) as a permanent field training site.

TO HAVE AND TO HOLD the same together with all the appurtenances thereunto belonging to the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the State of Arizona has caused these presents to be executed by the Governor, State of Arizona and the seal of the State of Arizona to be affixed hereto, this 28th day of May, 19 57.

STATE OF ARIZONA

BY Ernest W. Fawcett
Governor

ATTEST:

Wesley B. Bohn

I, Wesley B. Bohn, certify that I am the Secretary of State of the State of Arizona, the body politic named as Grantor herein; that Ernest W. Fawcett who signed deed on behalf of the State of Arizona was then and now is the duly elected Governor of the said State of Arizona.

Wesley B. Bohn

COUNTY OF MARICOPA
STATE OF ARIZONA

This instrument was acknowledged before me this twenty-eighth day of
May, 19 57, by Governor Ernest W. McFarland and
Wesley Bolin, Sec'ty of State.

Perlo M. M. M.
Notary Public

My Commission Expires:

December 28, 1960

Section 10; thence Westerly along the South line of said Section 10, one mile, more or less, to the Southwest corner thereof, being also the Northeast corner of Section 16, said Township and Range; thence Southerly along the East line of said Section 16, one mile, more or less, to the Southeast corner thereof; thence Westerly along the South line of said Section 16, one mile, more or less, to the Southwest corner thereof, being also the Northeast corner of Section 20, said Township and Range; thence Southerly along the East line of said Section 20, one-half mile, more or less, to the East quarter thereof; thence Westerly along the South line of the North half of said Section 20, one mile, more or less, to the quarter corner common to said Section 20 and Section 19, said Township and Range; thence Southerly along the East line of said Section 19, one-half mile more or less, to the Southeast corner thereof; thence Westerly along the South line of said Section 19, one mile, more or less, to the Southwest corner thereof, being also the Northeast corner of Section 25, Township 21 South, Range 20 East, Gila and Salt River Meridian; thence Southerly along the East line of said Section 25, one-half mile, more or less, to the East quarter corner thereof; thence Westerly along the South line of the North half of said Section 25, one mile, more or less, to the quarter corner common to said Section 25 and Section 26, said Township and Range; thence Southerly along the East line of said Section 26, one-half mile, more or less, to the Southeast corner thereof; thence Westerly along the South line of said Section 26 and Section 27, said Township and Range, two miles, more or less, to the Southwest corner of said Section 27, being also the Northeast corner of fractional Section 33 said Township and Range; thence Southerly along the East line of said Section 33, three-fourths mile, more or less, to a point in the Easterly boundary of Fort Huachuca Military Reservation, as it now exists, said point being the most Southerly corner of said fractional Section 33; thence Northerly along said Easterly boundary of Fort Huachuca Military Reservation, being also the Westerly line of fractional Sections 22, 25, 21, 20, 17 and 6, said Township and Range, four and one-fifth miles, more or less, to the intersection thereof with the North-South quarter section line of said fractional Section 3; thence Northerly along said quarter section line one-half mile more or less, to the center of said Section 3; thence Easterly along the East-West quarter section line of said Section 3, one-fourth mile, more or less, to the Southwest corner of the East half of the Northeast quarter of said Section 3; thence Northerly along the West line of said East half of the Northeast quarter, to and along the west line of the East half of the Southeast quarter of Section 5, said Township and Range, one mile, more or less, to a point in the East-West quarter section line of said Section 5; thence Easterly along said East-West quarter section line, one-fourth mile, more or less, to the quarter corner common to said Section 5 and Section 4, said Township and Range; thence Northerly along the West line of said Section 4, one-half mile, more or less to the Northwest corner thereof; thence Easterly along the North line of said Section 4, three-fourths mile, more or less, to the Southwest corner of the East half of the Southwest quarter of fractional Section 33, Township 20 South, Range 20 East, Gila and Salt River Meridian; thence Northerly along the West line of said East half of the Southwest quarter, one-half mile, more or less, to a point in the East-West quarter section line of said Section 33; thence Westerly along said East-West quarter section line, one-fourth mile, more or less, to the West quarter corner of said Section 33; thence Northerly along the West line of said Section, one-eighth mile, more or less, to the Northwest corner thereof; thence Northeasterly along the Northerly line of said Section 33 and of fractional Sections 28 and 27, said Township and Range, two and one-eighth miles, more or less, to a point in the Westerly line of fractional Section 26, said Township and Range, said point being the most Northerly corner of said fractional Section 27; thence Northeasterly and Northerly along the Westerly line of said Section 26, one-eighth mile, more or less, to the West quarter corner thereof; thence Easterly along the East-West quarter section line of said Section 26, one mile, more or less, to the quarter corner common to said Section 26 and Section 25, said Township and Range; thence Northerly along the West line of said Section 25, one-half mile, more or less, to the Northwest corner thereof; thence Easterly along the North line of said Section 25, one mile, more or less, to the point of beginning.

All land situated south of line running southeasterly in a straight line from southeast corner Section 31, T. 21 S., R. 19 E., G. & S. R. Mer. to Corner No. 5 of Reservation boundary, also being common corner to Reservation boundary and Section 13 & 24, T. 22 S., R. 20 E. G. & S. R. Meridian, and North of a line running northeasterly in a straight line from aforementioned Section Cor. 31 to a point on the Reservation boundary common to said Reservation boundary and Sections 21 and 28, T. 21 S., R. 20 E., G. and S. R. Meridian; and lying west of a line running southerly in a straight line from south section corner common to 11 & 12, and north boundary of the Reservation, T. 21 S., R. 19 E., G. & S. R. Mer. to the northeast corner of Section 3, T. 23, S. R. 19 E. G. & S. R. Mer., and otherwise bounded by the original Military Reservation boundary.

Excepting, however, from the property next above described the Military Cemetery and access road from Fry (East) Gate to Cemetery, comprising 49.95 acres, quitclaimed by the United States to the State of Arizona on March 26, 1948, pursuant to the provisions of Public Law 148, 80th Congress, approved July 1, 1947.

Being the property acquired by the United States of America and known as Fort Huachuca Artillery Range, portions of which were acquired by Declarations of Taking, withdrawal from public domain by Public Land Order No. 251, dated November 22, 1944 and No. 16 dated July 21, 1942 and by exchange of public domain for State-owned lands by exchange agreement, and being a part of the property acquired by the United States of America and known as Fort Huachuca Military Reservation and withdrawn from the public domain for military purposes by Executive Order GO No. 35, Hqtrs. Dept. of Arizona 1881 - 29 October 1881 and Executive Order No. 36, Hqtrs. Army AGO 1883.

TOGETHER with 1164 buildings located thereon as specifically enumerated in Schedule "I" attached hereto and made a part hereof, but expressly excluding the following enumerated buildings:

Bldg. No.	Description	Size
T-1039	Garage (2 car)	24' x 24'
1052	Officers Quarters	31' x 43'
1068	" "	58' x 69'
1069	" "	49' x 78'
1100	Garage	23' x 23'
1112	"	12' x 22'
1113	Coal Bin	5' x 8' x 4'
1114	Maid's Quarters	14' x 16'
1116	Officers' Quarters	24' x 4'
1117	Coal Bin	8' x 5' x 4'
1118	" "	8' x 5' x 4'
8023	Service Club #1, 2 story	60' x 101'
14018	Warehouse	60' x 150'
14019	"	60' x 150'
14020	"	60' x 150'
14021	"	60' x 150'
14022	"	60' x 150'
14023	"	60' x 150'

T-1013 (174-A)
T-4093 (59)

Together with the following utilities located thereon:

1. Water system consisting of:
 - A- Those springs, water rights and pipelines hereinafter specifically referred to.
 - B- All of the water distribution system contained in Areas 1 - 6

inclusive, and Areas 7, 10, 13 and 14, and all pipe lines in Areas 8, 9, 11 and 12 necessary to active service with the water system, and all wells located in Areas 12 and 14 with pumps, chlorinators and all connecting services coordinated with the water system of Fort Huachuca.

2. Electrical System

- A. The power plant in Area 3, Building 3051.
- B. Electrical Distribution System contained in Areas 1 - 6 inclusive, Areas 7, 10 and 13; all connecting poles, wires and other distribution facilities necessary to maintenance and operation thereof.
- C. Drainage structure.
- D. Automatic Sprinkler System.
- E. Fire Alarm System.

3. Gas Distribution System

Power plant and all gas lines in Areas 1 - 6 inclusive, and Areas 7, 10, 13 and 14. All meters and other gas facilities commencing at point of gas delivery by El Paso Gas Company and all distribution facilities in Areas 1 - 6 inclusive, and Areas 7, 10, 13 and 14.

4. Sewage Disposal System

Sewage disposal system consisting of all sewage facilities, including pipelines, and sewage disposal plants located in Areas 1 - 14, inclusive.

All water distribution facilities in Areas 1 - 14, inclusive, not a part of the active distribution system, for these Areas which are heretofore assigned to National Guard.

TOGETHER with these developed springs and the water rights appertaining thereto, known as Garden Canyon and Huachuca Canyon situate on the following described property, heretofore conveyed by the United States of America to the State of Arizona for the use and benefit of its State Game and Fish Commission by deed dated January 14, 1949 and recorded _____:

Beginning at survey station, designated as Corner No. 1, being the Southeast corner of Section 31 in Township 21 South, Range 19 East on the Military Reservation boundary line, which is the true point of beginning; thence North 1° 14' East, 124.70 feet; thence North 2° 06' East, 13,562.70 feet to a point sometimes designated as Corner No. 2; thence North 82° 32' East, 34,458.20 feet, to a point sometimes designated as Corner No. 3; thence South 21° 23' East, 33,805.20 feet, to a point designated as Corner No. 4; thence South 43° 35' East, 11,321.70 feet to a point designated as Corner No. 5; thence South 34° 24' West, 16,816.80 feet to a point designated as Corner No. 6; thence South 56° 50' West, 995.30 feet; thence South 65° 50' West, 303.60 feet; thence South 18° 10' West, 301.00 feet; thence South 67° 40' West, 398.60 feet; thence North 34° 40' West, 731.90 feet; thence South 34° 20' West, 1,927.20 feet; thence South 67° 00' West, 244.90 feet; thence South 83° 45' West, 318.80 feet; thence South 87° 20' West, 380.60 feet; thence South 17° 20' West, 755 feet; thence South 75° 06' West, 1,351.70 feet; thence South 67° 30' West, 1,197.90 feet; thence North 81° 05' West, 646.80 feet; thence South 49° 50' West, 580.00 feet; thence South 11° 30' West, 502.20 feet; thence South 66° 35' West, 704.90 feet; thence North 72° 50' West, 696.30 feet; thence South 44° 10' West, 1,379.40 feet; thence South 54° 10' West, 577.30 feet; thence South 4° 10' East, 2,283.60 feet; thence South 45° 30' West, 485.10 feet; thence South 17° 35' West, 739.20 feet; thence South 32° 30' East, 943.80 feet; thence South 35° 30' West, 2,433.70

feet; thence South 8° 50' East; 1,742.40 feet; thence South 44° 50' West; 389.44 feet; thence South 77° 15' West; 871.20 feet; thence North 61° 50' West; 594.10 feet; thence South 70° 50' West; 414.50 feet; thence North 54° 45' West; 502.90 feet; thence South 83° 40' West; 3,406.30 feet; thence South 88° 40' West; 1,377.40 feet; thence North 65° 40' West; 363 feet; thence North 84° 30' West; 348 feet; thence South 70° 00' West; 201.30 feet; thence North 38° 41' West; 1,001.20 feet; thence North 51° 16' West; 672.50 feet; thence North 47° 08' West; 384.10 feet; thence North 30° 30' West; 523 feet; thence North 56° 58' West; 749.10 feet; thence North 32° 33' West; 254.10 feet; thence North 31° 58' West; 1,152.40 feet; thence North 38° 24' West; 1,531.90 feet; thence North 39° 53' West; 520.10 feet; thence North 32° 45' West; 425.70 feet; thence North 46° 30' West; 201.30 feet; thence South 79° 48' West; 1,273.80 feet; thence North 46° 46' West; 1,336.50 feet; thence North 13° 19' West; 1,090.30 feet; thence North 11° 20' West; 869.70 feet; thence North 34° 53' East; 1,521.30 feet; thence North 13° 33' West; 295 feet; thence North 33° 00' West; 251 feet; thence North 28° 30' East; 814.40 feet; thence North 1° 30' East; 615.10 feet; thence North 1° 12' East; 290.00 feet; thence to a Northwesterly direction across the top of the Huachuca Mountains Watershed divide line to the true point of beginning, designated as Corner No. 1.

EXCEPTING therefrom a parcel of land located within the area described by the above mentioned metes and bounds and more particularly described as follows:

That land situated north of line running southeasterly in a straight line from southeast corner Section 31, T. 21 S., R. 19 E., G. & S.R. Mer. to Corner No. 5 of Reservation boundary, also being common corner to Reservation boundary and Section 13 & 24, T. 22 S., R. 20 E. G. & S. R. Meridian, and south of a line running northeasterly in a straight line from aforementioned Section Cor. 31 to a point on the Reservation boundary common to said Reservation boundary and Sections 21 and 28, T. 21 S., R. 20 E., G. and S. R. Meridian; and lying east of a line running southerly in a straight line from south section corner common to 11 & 12, and north boundary of the Reservation, T. 21 S., R. 19 E., G. & S.R. Mer. to the northeast corner of Section 3, T. 23 S. R. 19 E. G. & S. R. Mer. and bounded on the east by the easterly Military Reservation boundary.

TOGETHER with all existing pipelines located on the above-described land of the Arizona State Game and Fish Commission, connecting the aforesaid springs with water reservoirs located on the property herein conveyed and known as "Reservoir Hill". Together with easements on, over and across a strip of land 15 feet on either side of the said pipe lines for the use, operation, maintenance, repair and re-location of the above-mentioned pipe lines as they now exist, together with rights of ingress and egress for maintenance, operation, repair and re-location thereof, which said easements were reserved in that certain conveyance between the United States as grantor and the State of Arizona as grantee, dated January 14, 1949.

Reserving, however, to the party of the first part and its assigns the right to tap into the above-mentioned water pipe lines, without any cost or charge, for the purpose of furnishing water to the range areas of the property of the Arizona State Game and Fish Commission as above described.

Reserving, further, to the party of the first part and its assigns the right, perpetually, to use the land underlying those certain eighteen (18) buildings above enumerated, which are specifically excepted from this conveyance, for the use of said buildings in place, together with necessary rights of ingress and egress to

such buildings and further reserving to the party of the first part and its assigns rights of ingress and egress through the main (East) gate of the property herein conveyed.

Reserving, further, to the party of the first part the right to use the land underlying buildings Nos. T-1018 (174-A) and T-4098 (59) which are specifically excepted from this conveyance, together with rights of ingress and egress for the benefit of the party of the first part and its assigns, prospective purchasers and invitees for the period of six months in order that said party of the first part may accomplish disposal of such two buildings.

Pursuant to the provisions of Executive Order 9808 of December 5,

1947 (12 F. R. 8223);

All uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the land covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect. There is also reserved from the foregoing conveyance all oil, gas, and other minerals in the above land, together with the right of the United States through its authorized agents, representatives or lessees, to enter upon, at any time, the land and prospect for, mine and remove such minerals.

SUBJECT, however, to a certain existing outlease to the Citizens Utilities Company, Nogales, Arizona, for the operation of the power generating plant located on the land conveyed herein; and

SUBJECT, FURTHER, to all other existing outleases for grazing and other purposes affecting the property herein conveyed which said outleases are revocable at will.

TO HAVE AND TO HOLD the foregoing described premises, together with all and singular the appurtenances and privileges thereunto belonging, and all the estate, right, title, interest and claim of the party of the first part unto the said party of the second part, successors and assigns forever, subject to the reservations, conditions, and covenants herein contained.

In the event there is a breach of any of the conditions and covenants herein contained by the party of the second part, its successors and assigns, whether caused by the legal inability of said party of the second part, its successors and assigns, to perform said conditions and covenants, or otherwise, during said 20 year period, all right, title and interest in and to the said premises shall revert to and become the property of the United States at its option, and it shall have the immediate right of entry upon said premises and the party of the second part, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging;

PROVIDED, HOWEVER, that the failure of the War Assets Administrator, or his successor in function, to require in any one or more instances complete performance of any of the conditions or covenants herein contained shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the party of the second part, its successors and assigns, with respect to such future performance shall continue in full force and effect;

PROVIDED FURTHER, that in the event the War Assets Administrator, or his successor in function, fails to exercise the option to re-enter the premises for any such breach within 21 years from the date hereof, all of said conditions and covenants, together with all rights of the United States of America to re-enter thereon as hereinabove provided, shall as of that date terminate and be extinguished.

The said party of the second part does by the acceptance of this deed covenant and agree for itself, and its successors and assigns, forever, as follows:

1. For a period of 20 years from the date of this conveyance, the premises above described shall be continuously used and maintained for the training and maintaining of civilian components of the armed forces of the United States, and for incidental purposes pertaining thereto, but for no other purpose.
2. The party of the second part will not sell, lease, or otherwise dispose of, any of the premises above described within 20 years from the date of this conveyance, without first obtaining the written authorization of the Administrator, or his successor in function, to such sale, lease, or other disposal;

Provided, however, that any obsolete or surplus material resulting from re-location of the utility lines necessary to provide maximum efficiency in the operation of utility services may be sold without prior written authorization;

and provided further that in so far as not inconsistent with the needs of any civilian component of the Armed Forces, areas lying within the artillery range may be outleased for livestock grazing purposes for limited periods of time within each year, and buildings or betterments lying within areas numbered 1 to 6 inclusive and in area 18 of the Fort Huachuca Military Reservation portion of the property may be outleased upon condition that the receipts of any such sale or outlease shall be paid into the State National Guard Fund and shall be used solely and exclusively for the maintenance and operation of the property herein conveyed.

3. The party of the second part may during the said 20 years period secure abrogation of all the said conditions and covenants, together with all rights of re-entry herein contained, except the right to repossess the premises as provided for in paragraph 4 hereinafter set forth, by:

- (a) payment to the United States of an amount equal to the fair value of the property at the time application for abrogation of the conditions is made, less such an amount as may be determined by the War Assets Administrator, or his successor in function, to represent any increase in value attributable to capital improvements made by the purchaser; and
- (b) obtaining the approval of the War Assets Administrator or his successor in function; and
- (c) obtaining the approval of the appropriate Secretary or Secretaries whose certification with respect to suitability and necessity of the property for training and maintaining civilian components of the armed forces had been obtained as a condition precedent to this conveyance.

4. The party of the first part shall have the right during the existence of any national emergency declared by the President of the United States of America, or the Congress thereof, to the full, unrestricted possession, control and use of the premises, or any part thereof, without charge;

EXCEPT THAT the party of the first part shall be responsible during the period of such use, if occurring within a period of 20 years from the date of this conveyance, for the entire cost of maintaining the premises, or any portion thereof, so used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal aid;

- PROVIDED, HOWEVER, that if such use is required after the expiration of a period of 20 years from the date of this conveyance, or the party of the second part, its successors and assigns, have secured the abrogation of the conditions subsequent together with all rights of re-entry as hereinabove provided, the party of the first part shall pay a fair rental for the entire portion of the premises so used.

5. In the event of a breach of any condition or covenant herein imposed, the Administrator, or his successor in function, may immediately enter and possess himself of title to the herein conveyed premises for and on behalf of the United States of America.
6. In the event of a breach of any condition or covenant herein imposed, the party of the second part will, upon demand by the Administrator, or his successor in function, take such action, including the prosecution or suit, or execute such instruments, as may be necessary or required to evidence transfer of title to the herein conveyed premises to the United States of America.

and provided further that in so far as not inconsistent with the needs of any civilian component of the Armed Forces, areas lying within the artillery range may be outleased for livestock grazing purposes for limited periods of time within each year, and buildings or betterments lying within areas numbered 1 to 6 inclusive and in area 18 of the Fort Huachuca Military Reservation portion of the property may be outleased upon condition that the receipts of any such sale or outlease shall be paid into the State National Guard Fund and shall be used solely and exclusively for the maintenance and operation of the property herein conveyed.

3. The party of the second part may during the said 20 years period secure abrogation of all the said conditions and covenants, together with all rights of re-entry herein contained, except the right to repossess the premises as provided for in paragraph 4 hereinafter set forth, by:

- (a) payment to the United States of an amount equal to the fair value of the property at the time application for abrogation of the conditions is made, less such an amount as may be determined by the War Assets Administrator, or his successor in function, to represent any increase in value attributable to capital improvements made by the purchaser; and
- (b) obtaining the approval of the War Assets Administrator or his successor in function; and
- (c) obtaining the approval of the appropriate Secretary or Secretaries whose certification with respect to suitability and necessity of the property for training and maintaining civilian components of the armed forces had been obtained as a condition precedent to this conveyance.

4. The party of the first part shall have the right during the existence of any national emergency declared by the President of the United States of America, or the Congress thereof, to the full, unrestricted possession, control and use of the premises, or any part thereof, without charge;

EXCEPT THAT the party of the first part shall be responsible during the period of such use, if occurring within a period of 20 years from the date of this conveyance, for the entire cost of maintaining the premises, or any portion thereof, so used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal aid;

- PROVIDED, HOWEVER, that if such use is required after the expiration of a period of 20 years from the date of this conveyance, or the party of the second part, its successors and assigns, have secured the abrogation of the conditions subsequent together with all rights of re-entry as hereinabove provided, the party of the first part shall pay a fair rental for the entire portion of the premises so used.

5. In the event of a breach of any condition or covenant herein imposed, the Administrator, or his successor in function, may immediately enter and possess himself of title to the herein conveyed premises for and on behalf of the United States of America.
6. In the event of a breach of any condition or covenant herein imposed, the party of the second part will, upon demand by the Administrator, or his successor in function, take such action, including the prosecution or suit, or execute such instruments, as may be necessary or required to evidence transfer of title to the herein conveyed premises to the United States of America.

7. The party of the second part will furnish to the Arizona State Game and Fish Commission all necessary utility services to the above enumerated 10 buildings, excepted from this conveyance, on the basis of fixed fees to be agreed upon by the party of the second part and the said Arizona State Game and Fish Commission, except that water supplied through the above-mentioned developed springs and the pipe lines shall be supplied to the Arizona State Game and Fish Commission without charge; provided, however, any revenues received and proceeds from operation contracts entered into by the party of the second part covering the utility systems, consisting of electrical, water and gas distribution systems, shall be paid into the State National Guard fund for use solely and exclusively for maintenance and operation of the property herein conveyed.

IN WITNESS WHEREOF, THE UNITED STATES OF AMERICA has caused these presents to be executed the 2nd day of March, 1949.

UNITED STATES OF AMERICA

BY: Down A. Biggs
DOWN A. BIGGS
Associate Deputy Regional Director
Office of Real Property Disposal
War Assets Administration
Region 10
San Francisco, California

(SEAL) omitted

WITNESSES:

A. D. Japson
Constance W. Davis

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

ss.

On this 2nd day of March, 1949, before me, Dorothy

Berger, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared DOWN A. BIGGS, known to me to be the Associate Deputy Regional Director, Office of Real Property Disposal, War Assets Administration, Region 10, San Francisco, California, and known to me to be the person who executed the within instrument on behalf of said War Assets Administration, which executed this instrument on behalf of the United States of America, and acknowledged to me that he subscribed to the said instrument the name of the United States of America and the name of the War Assets Administration on behalf of the United States of America, and further that the United States of America executed said instrument.

WITNESS my hand and Official Seal.

(SEAL)

(SEAL)

My commission expires:
October 4, 1949.

Dorothy Berger
Notary Public
in and for the City and County of
San Francisco, State of California